

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635092

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INW Life Sciences IP, LLC		02/25/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INW Brands, LLC		
<b>Street Address:</b>	2101 Cedar Springs Road		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4539209	WELLNICITY	
<b>Registration Number:</b>	4539214	WELLNICITY YOUR GUIDE TO HEALTHIER LIVIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026725399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-999-3000		
<b>Email:</b>	ipdocketing@foley.com		
<b>Correspondent Name:</b>	Michael W. Dubner		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	650101-3000, 650101-3001		
<b>NAME OF SUBMITTER:</b>	Michael W. Dubner		
<b>SIGNATURE:</b>	/Michael W. Dubner/		
<b>DATE SIGNED:</b>	03/29/2021		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (hereinafter “**Assignment**”) made effective February 25 , 2021 (the “**Effective Date**”), is by and between INW Life Sciences IP, LLC, a Delaware limited liability company, having an address of 2101 Cedar Springs Road, Suite 1600, Dallas, Texas 75201 (“**Assignor**”), and INW Brands, LLC, a Delaware limited liability company, having an address of 2101 Cedar Springs Road, Suite 1600, Dallas, Texas 75201 (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties.**”

**WHEREAS**, Assignor owns the entire rights, title and interest in and to the trademarks and trademark registrations (hereinafter referred to collectively as “**Trademarks**”) listed on the attached Schedule 1;

**WHEREAS**, in connection with and in consideration of that certain Note, dated as of the date hereof, by and among Assignor, Assignee, and the other parties thereto, Assignor has agreed to assign to Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks; and

**WHEREAS**, Assignee desires to obtain the entire right, title and interest in and to said Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks, all on the terms and conditions set forth in this Assignment.

**NOW, THEREFORE**, in consideration for the foregoing premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to said Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, any and all common law rights of Assignor to such Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks, and in and to all rights corresponding to the foregoing throughout the world.

2. Further Assurances. Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to Assignee or to its designee the rights herein assigned, including, but not limited to, executing and delivering to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights herein assigned.

3. Counterparts. This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed to be effective as of the Effective Date.

ASSIGNOR:

INW LIFE SCIENCES IP, LLC

By: Marquez D. Bela  
Name: Marquez D. Bela  
Title: Executive Chairman

STATE OF Texas §

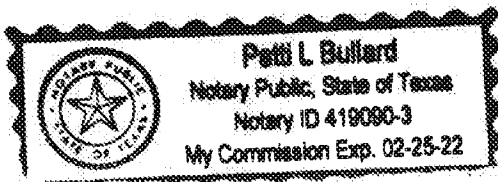
§

COUNTY OF Dallas §

On this 25<sup>th</sup> day of February, 2021, personally appeared before me Marquez D. Bela, known to me to be the Executive Chairman of INW Life Sciences, the Assignor named in the foregoing Agreement, and acknowledged that he/she executed the foregoing Agreement on behalf of said Assignor and pursuant to authority duly received.

Patti L. Bullard

Notary Public, State of Texas



[Signature Page to Trademark Assignment]

ASSIGNEE:

INW BRANDS, LLC

By: *Marquez D. Bela*  
Name: Marquez D. Bela  
Title: Executive Chairman

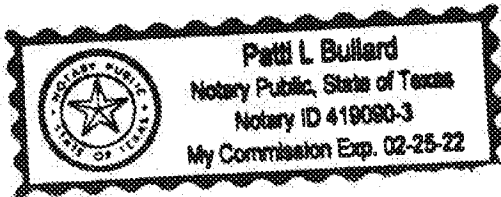
STATE OF Texas §

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COUNTY OF Dallas §

On this 25<sup>th</sup> day of FEBRUARY 2021, personally appeared before me Marquez D. Bela, known to me to be the Executive Chairman of INW BRANDS LLC the Assignee named in the foregoing Agreement, and acknowledged that he/she executed the foregoing Agreement on behalf of said Assignee and pursuant to authority duly received.

*Patti L. Bullard*  
Notary Public, State of Texas



[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 007235 FRAME: 0447

**SCHEDULE 1**

All registered, unregistered, and common law trademarks and other interests, past and present, in trademarks of Assignor, including, but not limited to, the following:

<b>Registered Trademarks</b>			
<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
U.S.	Wellnicity	4539209	05/27/2014
U.S.	WELLNICITY YOUR GUIDE TO HEALTHIER LIVING	4539214	05/27/2014
<b>Pending Trademark Applications</b>			
<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
N/A	N/A	N/A	N/A
<b>Trademark Applications in Preparation</b>			
<b>Country</b>	<b>Trademark</b>	<b>Docket No.</b>	<b>Products/Services</b>
U.S.	Where Wellness Meets Simplicity	N/A	Products/Services

<b>Mark</b>	<b>Reg./App. No.</b>	<b>Goods/Services</b>	<b>Owner/ Filing Date</b>
Neurogistics	3351567	(CANCELLED) IC 044. US 100 101. G & S: Dietary and nutritional guidance. FIRST USE: 20050701. FIRST USE IN COMMERCE: 20050701	(REGISTRANT) Neurogistics Corporation CORPORATION NEVADA 1515 S Capital of Texas Hwy, Suite 300 Neurogistics Corporation Austin TEXAS 78746  March 26, 2007

NEUROGISTICS	<b>3351566</b>	(CANCELLED) IC 005. US 006 018 044 046 051 052. G & S: Nutritional supplements. FIRST USE: 20060828. FIRST USE IN COMMERCE: 20060828	(REGISTRANT) Neurogistics Corporation CORPORATION NEVADA 1515 S Capital of Texas Hwy, Suite 300 Neurogistics Corporation Austin TEXAS 78746  March 26, 2007
THE BRAIN WELLNESS PROGRAM	<b>3403898</b>	(CANCELLED) IC 044. US 100 101. G & S: Medical evaluation service, namely, brain chemistry analysis, assessment, dietary and nutritional recommendations and motivational techniques to support brain balance. FIRST USE: 20060115. FIRST USE IN COMMERCE: 20060115	(REGISTRANT) Neurogistics Corporation CORPORATION NEVADA 4020 South Industrial Drive Suite 135 Austin TEXAS 78744  February 21, 2006