

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rajiv Lall		07/26/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Probioticsmart, LLC		
Street Address:	303 Cedar Street		
City:	Menomonie		
State/Country:	WISCONSIN		
Postal Code:	54751-2390		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88837445	24 HOUR SUPPLEMENT	
Serial Number:	88837399	24 HOUR IMMUNITY	
Serial Number:	88835413	8 HOUR SUPPLEMENTS	
Serial Number:	88835398	8 HOUR IMMUNITY	
Registration Number:	6296834	THE PROOF IS IN THE SCIENCE	
Registration Number:	6296813	TURMIZN-OS	
CORRESPONDENCE DATA			
Fax Number:	6082529243		
<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>			
Phone:	6082558891		
Email:	mal@dewittllp.com		
Correspondent Name:	Marcia Layton		
Address Line 1:	DeWitt LLP / Intellectual Property Dept.		
Address Line 2:	2 E. Mifflin Street, Suite 600		
Address Line 4:	Madison, WISCONSIN 53703-2865		
NAME OF SUBMITTER:	Marcia Layton		
SIGNATURE:	/marcialayton/		
DATE SIGNED:	07/28/2021		

OP \$165.00 88837445

Total Attachments: 3

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ASSIGNMENT OF MARKS

This document is an ASSIGNMENT made by RAJIV LALL, a Wisconsin resident, located and doing business at 302 Cedar Falls Rd. Menomonie, WI 54751-1266 (hereinafter the ASSIGNOR), to PROBIOTICSMART, LLC, a Wisconsin limited liability company, located and doing business at 303 Cedar St., Menomonie, WI 54751-2390 (hereinafter the ASSIGNEE).

ASSIGNOR has adopted, used, and is using, or intends to use in commerce, and is the owner of the following marks, as identified in the following documents on file in the U.S. Patent and Trademark Office:

Mark	Application Serial No.	Application Filing Date	Registration No.	Registration Date
24 HOUR SUPPLEMENT	88/837,445	Mar. 17, 2020		
24 HOUR IMMUNITY	88/837,399	Mar. 17, 2020		
8 HOUR SUPPLEMENTS	88/835,413	Mar. 16, 2020		
8 HOUR IMMUNITY	88/835,398	Mar. 16, 2021		
THE PROOF IS IN THE SCIENCE	88/850,201	Mar. 27, 2020	6,296,834	Mar. 16, 2021
TURMIZN-OS	88/841,861	Mar. 20, 2020	6,296,813	Mar. 16, 2021

In the case where ASSIGNOR has not yet used in commerce any mark set out above, it is noted that ASSIGNOR filed its application to indicate an intent to use that mark in commerce, but has not yet filed an allegation of use under 15 USC §1051(c) or §1051(d).

ASSIGNEE wishes to obtain the foregoing marks, their foregoing U.S. applications for registration and/or U.S. registrations, and the goodwill of the business connected with and symbolized by the marks, as the successor to ASSIGNOR to that part of the ongoing and existing business to which these marks pertain (as required by 15 USC §1060, in the case where any mark is not yet in use).

THEREFORE, for good and valuable consideration provided by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which is hereby mutually acknowledged:

ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE all of his rights, title and interest in and to the above-noted marks, all above-noted registrations of and applications to register the marks, and all goodwill associated with and symbolized by the marks. ASSIGNOR represents and warrants that he has the full power to enter into and perform this agreement.

ASSIGNOR further assigns to ASSIGNEE all right to sue for and receive all damages accruing from past infringements of the marks herein assigned.

ASSIGNOR shall execute and deliver such additional documents as may be reasonably requested by ASSIGNEE to vest or protect ASSIGNEE's rights in the mark.

This ASSIGNMENT shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of ASSIGNOR and ASSIGNEE, as well as all others acting by, through, with or under their direction, and all those in privity therewith.

This ASSIGNMENT shall be construed under and pursuant to the laws of the State of Wisconsin, and the form and venue for any conflict shall be a court located in the State of Wisconsin or within any other state in which it is alleged by the plaintiff that the defendant has violated this agreement.

The U.S. Patent and Trademark Office is requested to issue any Certificates of Registration relating to any above-noted pending applications to ASSIGNEE.

This ASSIGNMENT is effective as of the final date of signature below.

Executed by ASSIGNOR RAJIV LALL:

07/24/2021
Month / Day / Year

Rajiv Lall
Signature

Rajiv Lall
Printed Name

CEO
Title

The person signing above (1) appeared before me; (2) provided identification verifying that he/she is the person whose name and signature is set forth above; (3) verified that he/she understands the type, intended purpose, and effect of this document; (4) verified that this document is signed voluntarily, as an act of his/her own free will; and (5) either signed the document above, or confirmed that he/she made the signature above.

Wisconsin
State

Karla Wayne
NOTARY PUBLIC - NAME

SEAL

Dunn
County

7/26/2021
DATE OF NOTARIZATION

My commission expires:
March 21, 2025

KARLA WAYNE
Notary Public, State of Wisconsin

My Commission Expires March 21, 2025

Executed by ASSIGNEE PROBIOTICSMART, LLC:

07/26/2021
Month / Day / Year

Rajiv Lall
Signature
Rajiv Lall
Printed Name
CEO
Title

The person signing above (1) appeared before me; (2) provided identification verifying that he/she is the person whose name and signature is set forth above; (3) verified that he/she understands the type, intended purpose, and effect of this document; (4) verified that this document is signed voluntarily, as an act of his/her own free will; and (5) either signed the document above, or confirmed that he/she made the signature above.

KARLA WAYNE
Notary Public, State of Wisconsin
My Commission Expires March 21, 2025

SEAL

Wisconsin
State
Dunn
County
Karla Wayne
NOTARY PUBLIC - NAME
7/26/2021
DATE OF NOTARIZATION
My commission expires:
March 21, 2025