OP \$40.00 6885224

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM831832

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cler Ventures LLC DBA Nature's Ultra		08/11/2023	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Young Living Essential Oils, LC
Street Address:	1538 West Sandalwood Drive
City:	Lehi
State/Country:	UTAH
Postal Code:	84043
Entity Type:	Limited Liability Company: UTAH

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6885224	SMART SPECTRUM

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8015327840

Email: rmorrison@parrbrown.com

Correspondent Name: Ryan C. Morrison

Address Line 1: Parr Brown Gee & Loveless
Address Line 2: 101 South 200 East, Suite 700
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Ryan Morrison
SIGNATURE:	/Ryan Morrison/
DATE SIGNED:	08/14/2023

Total Attachments: 4

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TRADEMARK REEL: 008167 FRAME: 0041

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 11, 2023, is made by Cler Ventures LLC dba Nature's Ultra ("**Seller**"), a Utah limited liability company, located at 1538 West Sandalwood Drive, Lehi, Utah 84043, in favor of Young Living Essential Oils, LC ("**Buyer**"), a Utah limited liability company, located at 1538 West Sandalwood Drive, Lehi, Utah 84043. The parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller's right, title, and interest that exist today and may exist in the future in and to any and all of the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

TRADEMARK REEL: 008167 FRAME: 0042

- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND

ACCEPTED:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Ву:	kevin MeMurray	
Name: Title:	Kevin McMurray Chief Legal Officer	
Date:	8/11/2023	_
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YOUN		_
YOUNG By:	GETVING ESSENTIAL OILS, LC Melissa Bishop Melissa Bishop	-
YOUNG By:	GETVITUE ESSENTIAL OILS, LC Melissa Bishop	-

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration/ Serial Number	Registration Date
SMART SPECTRUM	US	6885224 (88529971)	Oct.25, 2022

4

TRADEMARK REEL: 008167 FRAME: 0045