

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Julian M Whitaker M.D.		02/01/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Healthy Directions, LLC		
Street Address:	6710A Rockledge Drive		
Internal Address:	Suite 500		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20817		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4473754	WHITAKER WELLNESS INSTITUTE	
Registration Number:	4468893	DR.WHITAKER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023444019		
Email:	mbharrison@venable.com		
Correspondent Name:	Mark Harrison		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043-9998		
ATTORNEY DOCKET NUMBER:	49864-332618		
NAME OF SUBMITTER:	Mark Harrison		
SIGNATURE:	/Mark Harrison/		
DATE SIGNED:	06/28/2018		
Total Attachments: 7			
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AMENDED AND RESTATED PRODUCTS LICENSE AGREEMENT

This AMENDED AND RESTATED PRODUCTS LICENSE AGREEMENT ("Amended Products License Agreement") is made and entered into as of the 1st day of February, 2017, by and between Healthy Directions, LLC ("Healthy Directions") and Julian M. Whitaker, M.D. ("JMW") and Whitaker Wellness Institute ("WWI"). Healthy Directions, JMW, and WWI may hereafter individually be referred to as "Party" and collectively as "Parties."

RECITALS

A. Healthy Directions, JMW, and WWI are parties to a certain License Agreement, dated January 30, 1996, as amended by that certain Amended Products License Agreement to License Agreement, dated April 27, 2000, that certain Second Amended Products License Agreement to License Agreement, dated October 6, 2009, that certain Third Amended Products License Agreement to License Agreement, dated July 2, 2012, and that certain Fourth Amended Products License Agreement to License Agreement, dated June 1, 2013 (collectively, the "Products Agreements"); and

B. The Parties desire to amend and restate the Products Agreements into this Amended Products License Agreement, pursuant to the terms and conditions set forth herein; and

C. The Parties acknowledge and agree that this Amended Products License Agreement is a modification of a prior agreement by an instrument in writing signed by all the Parties; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and obligations contained herein, the payment of certain amounts by Healthy Directions to Health Enterprises, Ltd. on behalf of JMW, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Healthy Directions, JMW, and WWI do hereby agree as follows:

Part I. Definitions.

a. "Supplement" means food, food additives, vitamins, minerals, herbs, hormones, lotions, and other items meant to be ingested in or applied to the human body.

b. "JMW/Healthy Directions Supplement" means:

i. any Supplement that is produced and sold by Healthy Directions based on a proprietary formula developed by or for which JMW provided significant personal services under the Personal Services Agreement;

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ii. any Supplement or other product produced and sold by Healthy Directions that bears the name or likeness of JMW or WWI on the product label or packaging in connection with the marketing of such Supplement;

Part 2. Products Agreement.

Section 1. License of JMW/WWI Names and Rights. Upon satisfaction of the payment required under Section 5 herein, JMW and WWI grant to Healthy Directions an exclusive, fully paid, perpetual, irrevocable license to the use of JMW's name, likeness, credentials, biography, facsimile signature, and photograph, and to the use of WWI's name and likeness, in conjunction with all aspects of the promotion and sale of Supplements and other products developed and marketed by Healthy Directions with JMW's assistance or consent.

Section 2. Protection of JMW Reputation. Healthy Directions, or its affiliates shall not exercise the rights granted to it pursuant to Section 1 above: (i) in any manner that would adversely affect the reputation of JMW or WWI; or (ii) by expressly representing that JMW has developed, formulated, reviewed, or in any way participated with the formulation or modification of a Supplement, unless such has occurred; or (iii) by promoting a Supplement that is inconsistent with JMW/Healthy Directions Supplements. Additionally, should Healthy Directions, in its sole discretion, decide to exercise the rights granted to it pursuant to Section 1 to promote a new Supplement, Healthy Directions shall provide notice to JMW in writing describing the new Supplement. The notice shall include a general description of the Supplement and of the health solution provided by the Supplement. Within three (3) days of receiving the notice from Healthy Directions, JMW shall notify Healthy Directions of any concerns JMW has with the new or modified Supplement. Upon receipt of JMW's concerns (if any), Healthy Directions will use commercially reasonable efforts to address JMW's concerns. In the event JMW provides Healthy Directions with health or safety concerns regarding a Supplement or product, Healthy Directions shall address such concerns before marketing or selling such Supplement or Product under the License granted pursuant to Section 1 above.

Section 3.

(a). Exclusivity. JMW and WWI covenant and agree that they will not, directly or indirectly, grant any individual, company, or other entity any right to use the JMW/WWI names in connection with the sale of Supplements during the term of this Agreement.

(b). The provisions of this Section 3 shall apply only to health or nutrition-related products or services.

(c). Notwithstanding anything in this Amended Products License Agreement to the contrary, JMW may:

- (i) Contribute letters to the editor or articles intended for the opinion section of any publication.
- (ii) Appear on any radio or television broadcasts provided that he does not during any such broadcasts state his endorsement or approval of

any health related products or services by brand, trade, or company name other than (a) any products or services marketed by Healthy Directions or its affiliates, or (b) products or services that JMW is permitted to sell independently of Healthy Directions pursuant to this Amended Products License Agreement; or

- (iii) Sell audio or video tapes of, or sell the right to sell audio or video tapes of, such radio or television broadcasts provided that Healthy Directions is given the right to use the content of such audio and video tapes on the internet without charge.

Section 4. Term of License. The license granted to Healthy Directions under this Amended Products License Agreement will continue indefinitely. To the extent such indefinite rights are not enforceable, such rights shall extend for ninety-nine (99) years.

Section 5. Acquisition of Rights to Royalty Payments. Upon execution of this Amended Products License Agreement, Healthy Directions shall pay the sum of _____ dollars to Health Enterprises Ltd. on behalf of JMW ("Royalty Buyout Amount"). Upon full payment of the Royalty Buyout Amount, Healthy Directions shall have no further obligation to pay royalties/commissions for the marketing or sale of JMW/Healthy Directions Supplements.

Section 6. JMW and WWI Right to Purchase and Sell Supplements.

(a) JMW and WWI have the right to purchase any JMW/Healthy Directions' products from Healthy Directions. The price to be paid by JMW or WWI to Healthy Directions (or Healthy Directions' manufacturer) for the JMW/Healthy Directions products shall be the actual cost incurred by Healthy Directions to have such products manufactured plus actual shipping costs and warehouse processing fees (not to exceed \$150 per shipment) incurred by Healthy Directions to deliver such products at its wholesale price and sell such products at WWI or JMW's private practice at the retail price. All proceeds received by JMW or WWI for such sales, shall be the sole property of JMW/WWI. JMW may use, recommend for use and sell any JMW/Healthy Directions Supplements at WWI or in JMW's private practice.

(b) JMW and WWI will not sell, market, or distribute or attempt to sell, market, or distribute, except as provided above, JMW/Healthy Directions Supplements either through direct mail, Internet, or otherwise.

(c) Healthy Directions specifically recognizes JMW and WWI's right to recommend for use, use and/or sell any Supplements or other products, including, but not limited to, non-JMW/Healthy Directions Supplements in the WWI or in JMW's private practice. Healthy Directions acknowledges that it is not entitled to any financial compensation from the sale by JMW or WWI of such other Supplements or products.

Section 7. Healthy Directions Sale of Other Supplements. JMW and WWI specifically recognize Healthy Directions' right to sell other Supplements and products in addition to the JMW/Healthy Directions Supplements and JMW and WWI acknowledge that they are not entitled to any consideration for the sale of such other Supplements or products.

Section 8. Equitable Relief. JMW and Healthy Directions acknowledge and agree that a breach of any material provision of this Amended Products License Agreement would cause irreparable harm to the Party not in breach, the damages of which would be difficult to determine, and for which any remedies at law would be inappropriate. Accordingly, in the event of a breach of this Amended Products License Agreement, the Party not in breach shall be entitled, in addition to and not to the exclusion of any other rights and remedies at law or in equity, to full injunctive relief enjoining and restraining the Party in breach and any other concerned party from the continuation of such breach, and/or a decree for specific performance of the provisions of this Amended Products License Agreement.

Section 9. Miscellaneous.

a. This Amended Products License Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland applicable to contracts to be performed therein. In the event any court of competent jurisdiction shall declare any portion of this Amended Products License Agreement to be invalid, the remainder of this Amended Products License Agreement shall not be invalidated thereby, but shall remain in full force and effect.

b. This Amended Products License Agreement constitutes the complete and final agreement between the Parties hereto as to the matters set forth herein, and no Party shall be bound by any term, condition, or representation, oral or written, not set forth herein. This Amended Products License Agreement may be modified only by an instrument in writing signed by all the Parties.

c. The waiver by any Party hereto of a breach of any provision of this Amended Products License Agreement shall not be considered to be a continuing waiver and shall not operate or be construed as a waiver of any subsequent breach by any Party.

d. Where the text requires, words in the singular shall be deemed to include the plural and vice-versa, and words of any gender shall be deemed to include all genders.

e. This Amended Products License Agreement shall be binding upon and shall inure to the benefit solely of the Parties and their respective successors, heirs, and permitted assigns. The Parties to this Amended Products License Agreement do not intend for this Amended Products License Agreement to benefit any other third party.

f. All covenants, representations, and agreements contained in this Amended Products License Agreement shall survive the termination or expiration of this Amended Products License Agreement.

Section 10. IMW Covenants. IMW agrees that, in exchange for Healthy Directions' agreement to enter into this Amended Products License Agreement, IMW will not, directly or indirectly, knowingly take any action, or refrain from taking any acts, which could in any way impede the sale by Healthy Directions, Healthy Directions Publishing, or any affiliated entity, of any sale of stock or assets of Healthy Directions, Healthy Directions Publishing, or any affiliated entity.

Section 11. Counterparts. This Amended Products License Agreement may be executed in any number of counterparts, each of which so executed will be deemed an original, but all of which shall constitute one and the same document.

Section 12. Prior Agreements. Upon execution of this Amended Products License Agreement, the Product Agreements (defined above) shall no longer have any force and effect. The rights of the Parties hereto are fully contained herein.

IN WITNESS WHEREOF, the undersigned parties have each caused this Amended Products License Agreement to be executed as of the day and in the year first written above.

Healthy Directions, LLC

Julian M. Whitaker, M.D.



By: _____

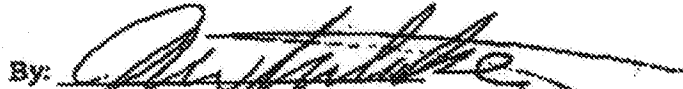
Printed Name: _____

Title: _____

Health Enterprises, Ltd.

Whitaker Wellness Institute

By: 

By: 

Printed Name: Michael DiStefano

Printed Name: Julian M. Whitaker, M.D.

Title: G.P.

Title: President

IN WITNESS WHEREOF, the undersigned parties have each caused this Amended Products License Agreement to be executed as of the day and in the year first written above.

Healthy Directions, LLC

Julian M. Whitaker, M.D.

By: [Signature]

Printed Name: Vincent D. Carson

Title: CEO

Health Enterprises, Ltd.

Whitaker Wellness Institute

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

WHITAKER WELLNESS INSTITUTE - Reg. No. 4473754

DR. WHITAKER - Reg. No. 4468893