

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710266

<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>
Vitamin Science, Inc.		02/24/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vitamin Science LLC		
<b>Street Address:</b>	1070-377 Middle Country Road		
<b>City:</b>	Selden		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11784		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5568632	QUENCH	
<b>Serial Number:</b>	90720173	MPOD	
<b>Registration Number:</b>	6052277	BLUE LIGHT BASHER	
<b>Registration Number:</b>	5946264	BLUE BASHER	
<b>Registration Number:</b>	5658154	NIGHTSIGHT	
<b>Registration Number:</b>	5594193	SUPER LUTEIN 444 FORMULA	
<b>Registration Number:</b>	4738180	PROVISION	
<b>Registration Number:</b>	3932752	REZIVA	
<b>Registration Number:</b>	2974600	DRY EYE RELIEF	
<b>Registration Number:</b>	3074646	CO-DEFENSE	
<b>Registration Number:</b>	2720133	VISIVITE	
<b>Registration Number:</b>	3495591	VITAMIN SCIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5162288516		
<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>	516-228-8484		
<b>Email:</b>	rduran@dilworthbarrese.com		
<b>Correspondent Name:</b>	Dilworth & Barrese, LLP		
<b>Address Line 1:</b>	1000 Woodbury Road, Suite 405		

OP \$315.00 5568632

<b>Address Line 4:</b>	Woodbury, NEW YORK 11797
<b>ATTORNEY DOCKET NUMBER:</b>	1282-35
<b>NAME OF SUBMITTER:</b>	Stephen R. Barrese
<b>SIGNATURE:</b>	/SRB/
<b>DATE SIGNED:</b>	02/24/2022
<b>Total Attachments: 4</b> source=Trademark_Assignment_Updated#page1.tif source=Trademark_Assignment_Updated#page2.tif source=Trademark_Assignment_Updated#page3.tif source=Trademark_Assignment_Updated#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of February 24, 2022 (the "Effective Date"), is made by Vitamin Science, Inc., a New York corporation (the "Assignor"), in favor of Vitamin Science LLC, a Delaware limited liability company (the "Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 31, 2021 (the "Purchase Agreement"), pursuant to which Assignor has agreed to convey, transfer and assign to the Assignee, among other assets, certain Trademarks used or held by Seller in connection with the Business;

**WHEREAS**, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies"); and

**WHEREAS**, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following (collectively, the "Trademark Assets," and which, for the avoidance of doubt, shall include all goodwill associated with such Trademark Assets):

(a) all trademarks, trademark registrations and trademark applications of Assignor, including without limitation, those set forth on **Schedule 1**, attached hereto, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(b) all rights of any kind whatsoever of Assignor 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 Effective Date, 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 of the foregoing, 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademark Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the Trademark Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment, or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

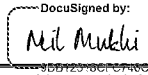
VITAMIN SCIENCE, INC.,  
a New York corporation

By 

Name: Paul Krawitz, M.D.  
Its: President

**ASSIGNEE:**

VITAMIN SCIENCE LLC,  
a Delaware limited liability company

By:   
Name: Neil Mukhi  
Its: Authorized Signatory

**SCHEDULE 1**

## TRADEMARK ASSETS

<b>Registered Trademark</b>	<b>Agency</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Next Filing</b>
QUENCH	USPTO	5568632	9.25.2018	9.25.2023
MPOD	USPTO	SN#90720173	5.19.2021	N/A
BLUE LIGHT BASHER	USPTO	6052277	5.12.2020	5.12.2025
BLUE BASHER	USPTO	5946264	12.24.2019	12.24.2024
NIGHTSIGHT	USPTO	5658154	1.15.2019	1.15.2024
SUPER LUTEIN 444 FORMULA	USPTO	5594193	10.30.2018	10.30.2023
PROVISION	USPTO	4738180	5.19.2015	5.19.2024
REZIVA	USPTO	3932752	3.15.2011	3.15.2030
DRY EYE RELIEF	USPTO	2974600	7.19.2005	7.19.2024
CO-DEFENSE	USPTO	3074646	3.28.2006	3.28.2025
VISIVITE	USPTO	2720133	5.27.2003	5.27.2022
VITAMIN SCIENCE	USPTO	3495591	9.2.2008	9.2.2027
<b>Trademark Applications</b>	<b>Agency</b>	<b>Serial No.</b>	<b>Registration Date</b>	<b>Next Filing</b>
MPOD	USPTO	SN#90720173	5.19.2021	N/A
<b>Inactive</b>				
R.B.I. VISION PERFORMANCE	USPTO	4354803	6.18.2013	DEAD
RBI VISION PERFORMANCE	USPTO	4399364	9.10.2013	DEAD
QUENCH	USPTO	SN#88195377	4.2.2019	DEAD
I-DEFENSE	USPTO	SN#78366062	2.11.2004	DEAD
BEAUTISSE	USPTO	SN#77859209	4.6.2010	DEAD
NUTRAFEYE	USPTO	SN#77748435	5.31.2009	DEAD
NUTRIFEYE	USPTO	SN#77758309	5.30.2009	DEAD
VISION NUTRITION	USPTO	SN#77384881	1.30.2008	DEAD
AREDS-2	USPTO	SN#77037178	11.6.2006	DEAD
BEST EYE VITAMIN	USPTO	SN#77384889	1.30.2008	DEAD
VISION NUTRITION	USPTO	SN#77384881	1.30.2008	DEAD

## Foreign Trademark Registrations

<b>Registered Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Next Filing</b>
VISIVITE	U.K.	2479540	2.12.2008	2.12.2028
VISIVITE	CANADA	738009	4.15.2009	4.15.2024