

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutrawise Corporation		07/19/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jamieson Health Products USA Ltd.		
Street Address:	1 Adelaide Street East		
Internal Address:	Suite 2200		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5C 2V9		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4398091	JOINT COLLAGEN	
Registration Number:	6219482	MADE FOR ALL OF YOU	
Registration Number:	4145371	NUTRAWISE	
Registration Number:	4056423	YOUTHEORY	
CORRESPONDENCE DATA			
Fax Number:	2124920673		
<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:	2123733673		
Email:	sdanzeisen@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Summer P. Danzeisen		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	23724-001		
NAME OF SUBMITTER:	Summer P. Danzeisen		
SIGNATURE:	/Summer P. Danzeisen/		
DATE SIGNED:	08/02/2022		

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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of July 19, 2022, is made by and between Nutrawise Corporation, a California corporation (“Assignor”) and Jamieson Health Products USA Ltd., a Delaware corporation (“Assignee” and, together with Nutrawise, the “Parties”). All initially-capitalized terms used but not otherwise defined in this Assignment will have the meanings ascribed to such terms in the IP Transfer Agreement (defined below).

WITNESSETH:

WHEREAS, the Assignors and the Assignee have entered into an IP Transfer Agreement, dated as of July 19, 2022 (the “IP Transfer Agreement”);

WHEREAS, pursuant to the IP Transfer Agreement, Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from Assignors, all of Assignors’ right, title, and interest in, to, and under all of the Assignors’ issued and applied for trademarks listed on Schedule I, and all of the goodwill associated therewith in any jurisdiction (the “Trademarks”); and

WHEREAS, the Assignee desires to accept all of the Assignors’ right, title and interest in and to the Trademarks, on the terms and subject to the conditions provided herein.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of Assignor’s right, title, and interest in, to and under the Trademarks, together with all goodwill associated with the use of or symbolized by the Trademarks, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by Assignors), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for any of the rights referred to above in this Section 1. Assignors authorize and request that the USPTO, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 2. Governing Law, Jurisdiction and Exclusive Venue and Entire Agreement. Sections 6 and 7 of the IP Transfer Agreement are hereby incorporated herein *mutatis mutandis*.

Section 3. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. This Agreement shall become effective when all of the Parties shall have executed this Agreement. This Agreement may be delivered by a Party via electronic transmission (including a facsimile or .pdf) of an executed signature page to this Agreement.

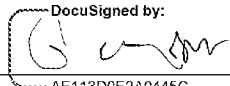
Section 4. Further Assurances. The Assignors further agree to use commercially reasonable efforts to (i) execute all documents and (ii) do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment. In addition, and without limiting the generality of the foregoing, the Assignors further agree, at the reasonable request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Trademarks to the extent feasible with the resources reasonably available to the Assignors.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

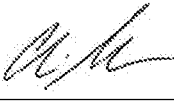
ASSIGNOR:

NUTRAWISE CORPORATION

By:  DocuSigned by:
Name: Patricia Terzo-Rude
Title: Secretary

ASSIGNEE:

JAMIESON HEALTH PRODUCTS USA LTD.

By: 

Name: Chris Snowden



Title: Vice President, Treasurer & Secretary



Schedule 1

U.S. Trademarks:

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
JOINT COLLAGEN Joint collagen	United States	85887518 27-MAR-2013	4398091 03-SEP-2013	5	NUTRAWISE	Registered
MADE FOR ALL OF YOU made for all of you	United States	88576785 13-AUG-2019	6219482 15-DEC-2020	5	NUTRAWISE CORPORATION	Registered
NUTRAWISE nutrawise	United States	85301810 21-APR-2011	4145371 22-MAY-2012	5	NUTRAWISE	Registered
YOUTHEORY youththeory	United States	85298072 18-APR-2011	4056423 15-NOV-2011	5	NUTRAWISE CORPORATION	Registered

Non-US Trademarks:

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
<i>Design Only</i> 	China	19854009 05-MAY-2016	19854009 21-JUN-2017	5	NUTRAWISE CORPORATION (United States of America)	Registered
<i>Design Only</i> 	China	19854010 05-MAY-2016	19854010 21-JUN-2017	5	NUTRAWISE CORPORATION (United States of America)	Registered
NUTRAWISE nutrawise	China	19854012 05-MAY-2016	19854012 21-JUN-2017	5	NUTRAWISE CORPORATION (United States of America)	Registered

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
YOUTHEORY <i>youththeory</i>	China	19854011 05-MAY- 2016	19854011 28-JUN-2018	5	NUTRAWISE CORPORATION (United States of America)	Registered
<i>Design Only</i> 	Japan	2016- 114752 18-OCT- 2016	5956486 16-JUN-2017	5	NUTRAWISE CORPORATION (United States of America)	Registered
<i>Design Only</i> 	Japan	2016- 114754 18-OCT- 2016	5956488 16-JUN-2017	5	NUTRAWISE CORPORATION (United States of America)	Registered
NUTRAWISE <i>nutrawise</i>	Japan	2016- 114751 18-OCT- 2016	5956485 16-JUN-2017	5	NUTRAWISE CORPORATION (United States of America)	Registered
YOUTHEORY <i>youththeory</i>	Japan	2016- 114753 18-OCT- 2016	5956487 16-JUN-2017	5	NUTRAWISE CORPORATION (United States of America)	Registered