

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NHI, Inc.		04/28/2022	Corporation: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Natural Health International Pty. Limited		
Street Address:	ACN 657 229 877, 56 Pitt Street		
Internal Address:	Level 18		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2000		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6123203	THE ORIGINAL HIMALAYAN CRYSTAL SALT	
Registration Number:	5837955	FEMMENESSENCE	
Registration Number:	5669627	SYMPHONY NATURAL HEALTH	
Registration Number:	5661118	SYMPHONY NATURAL HEALTH	
Registration Number:	3557201	MACAHARMONY	
Registration Number:	3447851		
Registration Number:	3443882	NATURAL HEALTH INTERNATIONAL	
Registration Number:	3355906	HERBATONIN	
Registration Number:	3503602	MACA-GO	
Registration Number:	3355492	MACALIFE	
Registration Number:	3355491	MACALIBRIUM	
Registration Number:	3355483	MACAPAUSE	
Serial Number:	90235930	MACAFLOW	
CORRESPONDENCE DATA			
Fax Number:	4154847157		
<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: (415) 439-0153
Email: vivek@blgtrademarks.com
Correspondent Name: Vivek Vaidya
Address Line 1: 2181 Greenwich St.
Address Line 4: San Francisco, CALIFORNIA 94123

NAME OF SUBMITTER: Vivek Vaidya

SIGNATURE: /Vivek Vaidya/

DATE SIGNED: 08/10/2022

Total Attachments: 4

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TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

This trademark transfer and assignment agreement (“Agreement”), dated April 28, 2022, is made and entered into by and among NHI, Inc. (“Assignor”), and Natural Health International Pty. Limited (“Assignee”).

RECITAL

WHEREAS, Assignor owns Registrations and Applications (as such terms are defined herein) for trademarks with the United States Patent and Trademark Office and the World Intellectual Property Organization;

WHEREAS, Assignor desires to transfer and assign to Assignee and Assignee wishes to obtain Assignor’s entire right, title, interest and goodwill in and to the Registrations and Applications.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Assignor Registration. Assignor hereby irrevocably assigns all of its right, title, interest and goodwill in and to the Registrations and Applications identified and set forth on Schedule A to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title, interest and goodwill in and to the Registrations and Applications. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.

1.1 Assignor acknowledges itself as the Applicant of the Registrations and Applications set forth on Schedule A and that the Registrations and Applications are free and clear of any security interests or other lien or encumbrance of any kind.

1.2 Assignor represents, warrants and covenants that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Registrations and Applications.

1.3 Assignor acknowledges that the assignment of the Registrations and Applications to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the Registrations and Applications, or adversely affect the validity of the Registrations and Applications.

2. Consideration. NHI, Inc. agrees to lose its entire right, title, interest and goodwill in and to the Registrations and Applications, and Natural Health International Pty. Limited agrees to gain the

entire right, title, interest and goodwill in and to the Registrations and Applications upon the execution of this Agreement.

3. Notices. All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Assignor:

NHI, Inc.
C/O Citco Limited
Flemming House, 5th Fl Wickhams Cay,
Road Town Tortola BR. VIRGIN ISLANDS VG1110

Assignee:

Natural Health International Pty. Limited
ACN 657 229 877
Level 18,
56 Pitt Street,
Sydney NSW 2000
Australia

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any of the conflicts of law principles that would result in the Registration of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

5. Modification of Agreement and Waiver. This Agreement may not be amended except by a writing executed by the parties hereto.

6. Entire Agreement. This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

AGREED TO AND ACCEPTED:

NHI, Inc.



By: James Frame

Natural Health International Pty. Limited



By: James Frame

SCHEDULE A

U.S Applications and Registration:

Serial #	Registration #	Word Mark
<u>90235930</u>		MACAFLOW
<u>88701631</u>	<u>6123203</u>	THE ORIGINAL HIMALAYAN CRYSTAL SALT
<u>88118321</u>	<u>5837955</u>	FEMMENESSENCE
<u>87958533</u>	<u>5669627</u>	SYMPHONY NATURAL HEALTH
<u>87958527</u>	<u>5661118</u>	SYMPHONY NATURAL HEALTH
<u>77482501</u>	<u>3557201</u>	MACAHARMONY
<u>77161162</u>	<u>3447851</u>	
<u>77155687</u>	<u>3443882</u>	NATURAL HEALTH INTERNATIONAL
<u>77155644</u>	<u>3355906</u>	HERBATONIN
<u>77143220</u>	<u>3503602</u>	MACA-GO
<u>77143202</u>	<u>3355492</u>	MACALIFE
<u>77143193</u>	<u>3355491</u>	MACALIBRIUM
<u>77143110</u>	<u>3355483</u>	MACAPAUSE

WIPO Applications and Registrations:

Mark	International No.
HERBATONIN	WO0000001270457
MACA-GO	WO0000001270296
MACAHARMONY	WO0000001272496
MACALIBRIUM	WO0000001272487
MACALIFE	WO0000001271766
MACAPAUSE	WO0000001267592
FEMMENESSENCE	WO0000001541833
MACAFLOW	WO0000001587845