# OP \$40.00 4986658

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM402908

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

## **CONVEYING PARTY DATA**

Name	Formerly Execution Date Entity		Entity Type
Societe des Produits Nestle S.A.		09/30/2016	Société Anonyme (Sa): SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	Nestle Health Science - Pamlab, Inc.	
Street Address:	4099 Highway 190	
City:	Covington	
State/Country:	LOUISIANA	
Postal Code:	70433	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4986658	BRAND DIRECT HEALTH

### **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:** 3034734817

**Email:** docket@hollandhart.com

Correspondent Name: Madelon L. Witte
Address Line 1: PO Box 8749

Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	82145.1388
NAME OF SUBMITTER:	Madelon L. Witte
SIGNATURE:	/madelon I. witte/
DATE SIGNED:	10/21/2016

**Total Attachments: 1** 

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REEL: 005906 FRAME: 0089

# TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into on September 30, 2016 (the "Effective Date"), by and between Société des Produits Nestlé S.A., a Swiss société anonyme having a place of business at Case Postale 353, 1800 Vevey, Switzerland ("Assignor"), and Nestlé Health Science—Pamlab, Inc., a Delaware corporation having a place of business at 4099 Highway 190, Covington, Louisiana, USA ("Assignee").

WHEREAS. Assignor is the sole owner of the following trademark and the corresponding registration (collectively, the "Trademark"):

318/8	Goods/Services	Reg. No.
	(Int. Cl. 35) Mail order pharmacy services: Pharmaceutical	
BRAND DIRECT	services, namely, processing online and telephone prescription	4986658
HEALTH	orders for pharmaceutical and medical food products in retail	4500050
	and central fill pharmacies; home delivery pharmacy services.	

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademark, and all rights of renewal thereof, together with the goodwill of the business associated with and symbolized by said Trademark; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Trademark Assignment.

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

The Assignor does hereby sell, assign, transfer and sets over to Assignee, its successors and assigns, all of its right, title and interest in and to the Trademark, including, without limitation, all rights of renewal thereof, together with the goodwill of the businesses associated with and symbolized by the Trademark, and together with the right to sue for past or continuing infringement and to collect all damages or profits for past infringements for its own use and benefits, and the right to sue and recover for any past or continuing contract breaches related to the Trademark.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions to record the transfer of the registration of the Trademark to Assignee as recipient of Assignor's entire right, title and interest therein.

IN WITNESS hereof, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.

Assignor:

Name: /

Title:

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By: Name:

Title:///ego

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**RECORDED: 10/21/2016** 

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