

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rich Brands, LLC		10/17/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	2525475 Ontario Limited		
Street Address:	333 Rimrock Road		
City:	North York, Ontario		
State/Country:	CANADA		
Postal Code:	M3J 3J9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3118800	FRESH CITRUS TWIST	
Registration Number:	4715410	HEAVENLY COCONUT CREME	
Registration Number:	5101080	ORCHID INTRIGUE	
Registration Number:	5033284	ORCHID INTRIGUE	
Registration Number:	5003491	VITABATH	
Registration Number:	5003489	VITABATH	
Registration Number:	5003490	VITABATH	
Registration Number:	5018085	VITABATH PLUS	
Registration Number:	2746892	VITABATH ESSENTIALS	
Registration Number:	2832693	VITABATH EXPRESSIVES	
Registration Number:	2845704	VITABATH	
Registration Number:	1851851	VITABATH NATURALS	
Registration Number:	1769616	VITABATH GOLD	
Registration Number:	1030490	VITABATH	
Registration Number:	0951501	VITABATH	
Registration Number:	0697889	VITABATH	
Registration Number:	0951482	VITABATH	
Registration Number:	1325304	VITABATH PLUS	
Serial Number:	74211285	VITASPA BODYSKIN CARE FROM VITABATH	
TRADEMARK			

CH \$490.00 3118800

CORRESPONDENCE DATA**Fax Number:** 7043533148

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: 7043317448**Email:** amanda.darden@klgates.com**Correspondent Name:** Amanda K. Darden**Address Line 1:** 214 North Tryon Street, 47th Floor**Address Line 2:** K&L Gates LLP**Address Line 4:** Charlotte, NORTH CAROLINA 28202**DOMESTIC REPRESENTATIVE****Name:** Frank L. Politano**Address Line 1:** 10th Floor, One Newark Center**Address Line 2:** K&L Gates LLP**Address Line 4:** Newark, NEW JERSEY 07102

NAME OF SUBMITTER:	Amanda K. Darden
---------------------------	------------------

SIGNATURE:	/Amanda K. Darden/
-------------------	--------------------

DATE SIGNED:	09/11/2017
---------------------	------------

Total Attachments: 8

source=Assignment from Rich Brands LLC to 2525475 Ontario Limited#page1.tif

source=Assignment from Rich Brands LLC to 2525475 Ontario Limited#page2.tif

source=Assignment from Rich Brands LLC to 2525475 Ontario Limited#page3.tif

source=Assignment from Rich Brands LLC to 2525475 Ontario Limited#page4.tif

source=Assignment from Rich Brands LLC to 2525475 Ontario Limited#page5.tif

source=Assignment from Rich Brands LLC to 2525475 Ontario Limited#page6.tif

source=Assignment from Rich Brands LLC to 2525475 Ontario Limited#page7.tif

source=Assignment from Rich Brands LLC to 2525475 Ontario Limited#page8.tif

ASSIGNMENT

WHEREAS, Rich Brands LLC, a corporation organized and existing under the laws of the State of Georgia, having a place of business at 4760 Merlendale Drive, NW, Sandy Springs, Georgia 30327 ("**Assignor**") is the owner of the trademarks identified in Schedule "A" including any common law rights that may exist and are associated therewith ("**the Marks**") in Canada, the U.S. and worldwide.

AND WHEREAS, 2525475 Ontario Limited, a corporation organized and existing under the laws of the Province of Ontario, having a place of business at 333 Rimrock Road North York, Ontario M3J 3J9 ("**Assignee**"), desires to acquire the Marks together with the good will attached to the Marks.

AND WHEREAS the parties entered into an asset purchase agreement dated October 17, 2016 (the "**Asset Purchase Agreement**").

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns all right, title and interest in and to the Marks together with the good will of the business symbolized by the Marks, including any registrations that may have issued or applications that are pending in Assignor's name for the Marks. Assignor further sells, assigns and transfers unto Assignee its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties,

covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

This assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the federal laws of Canada and the laws of the Province of Ontario.

This assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be 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 shall be deemed to have the same legal effect as delivery of an original signed copy of this assignment.

[Signature Page Follows]


IN WITNESS WHEREOF, each of the Assignor and the Assignee has executed and delivered this instrument this 14th day of Oct., 2016.

RICH BRANDS, LLC, A GEORGIA LIMITED LIABILITY COMPANY

Per: 

Name: Richard Neill

Title: Manager and Member

Per: 

Name: Harris Simmons

Title: Member

We have authority to bind the Company

2525475 ONTARIO LIMITED, AN ONTARIO CORPORATION

Per: _____

Name: Jeremy D. Nelson

Title: Director

I have authority to bind the Corporation

IN WITNESS WHEREOF, each of the Assignor and the Assignee has executed and delivered this instrument this 17th day of October, 2016.

RICH BRANDS, LLC, A GEORGIA LIMITED LIABILITY COMPANY

Per: _____

Name: Richard Neill

Title: Manager and Member

Per: _____

Name: Harris Simmons

Title: Member

We have authority to bind the Company

2525475 ONTARIO LIMITED, AN ONTARIO CORPORATION

Per:  _____

Name: Jeremy D. Nelson

Title: Director

I have authority to bind the Corporation

SCHEDULE "A"

a) Active US Trademark Registrations and Application (along with associated common law trademark rights)

MARK	REG. NO/ SER. NO.	REG. DATE/ APP. DATE
FRESH CITRUS TWIST	3,118,800	07/25/06
HEAVENLY COCONUT CRÈME	4,715,410	04/17/15
ORCHID INTRIGUE	86/582,762	03/31/15
ORCHID INTRIGUE	5,033,284	08/30/16
VITABATH	5,003,491	07/19/16
VITABATH	5,003,489	07/19/16
VITABATH	5,003,490	07/19/16
VITABATH PLUS	5,018,085	08/09/16

b) Active Canadian Trademark Registrations (along with associated common law trademark rights)

MARK	REG. NO.	REG. DATE
FRESH CITRUS TWIST	TMA708,502	02/28/2008
HEAVENLY COCONUT CREME	TMA914,758	9/22/15
LUXURY IN A BOTTLE	TMA716,174	06/09/2008
VITABATH	TMA112,052	10/31/1958
VITABATH	TMA183,593	06/02/1972

c) Active Japanese Trademark Registration (along with common law trademark rights)

MARK	REG. NO.	REG. DATE
VITABATH	4,108,991	01/30/98

d) Active New Zealand Trademark Registration (along with common law trademark rights)

MARK	REG. NO.	REG. DATE
VITABATH	971,753	01/22/13

e) Inactive Trademark Applications and Registrations (along with common law trademark rights)

COUNTRY	MARK	REG./APP. NO.
AFGHANISTAN	VITABATH	4422
ARGENTINA	VITABAD	1586924
ARGENTINA	VITABATH	1767082
AUSTRALIA	VITASPA	A562248
AUSTRIA	VITABAR	138643
AUSTRIA	VITASPA	145076
AUSTRIA	VITASPA BODYSKIN CARE FROM VITABATH	142970
BARBADOS	VITABATH	81/7176
BENELUX	VITABAD	481819
BENELUX	VITABAR	502630
BENELUX	VITASPA BODYSKIN CARE FROM VITABATH	517454
DENMARK	VITABAR	199207939
DENMARK	VITASPA BODYSKIN CARE FROM VITABATH	199301120
EL SALVADOR	VITABATH	299/13
FINLAND	VITABAD	116393
FRANCE	VITABAR	1681294
FRANCE	VITASPA	1688734
FRANCE	VITASPA BODYSKIN CARE FROM VITABATH	92414650

GERMANY	VITABATH	39639548.1
GERMANY	VITASPA	2056382
GERMANY	VITASPA BODYSKIN CARE FROM VITABATH	2056290
GREAT BRITAIN	VITA SOAP	1078495
GREAT BRITAIN	VITA TALC	1078494
GREAT BRITAIN	VITABAR	1471732
GREAT BRITAIN	VITABATH	823312
GREAT BRITAIN	VITABATH	823313
GREAT BRITAIN	VITABATH	1078492
GREAT BRITAIN	VITABATH GELEE	1078493
GREAT BRITAIN	VITASPA	1474292
GREECE	DUCAIR	110519
ICELAND	VITABATH	206/1991
INDONESIA	VITABATH	229/91
IRELAND	VITABATH	137655
IRELAND	VITABATH	137656
ITALY	VITABAR	625777
ITALY	VITASPA	610298
ITALY	VITASPA BODYSKIN CARE FROM VITABATH	641494
JAPAN	VITABAR	2671914
JAPAN	VITABATH	4108992
JAPAN	VITASPA	2653476
JAPAN	VITASPA	2671917
LIBERIA	VITABATH	LR/M/2001/ 00115
MEXICO	VITABATH	702183
NEW ZEALAND	VITABATH	642091

NEW ZEALAND	VITASPA	212435
NICARAGUA	VITABATH	20433CC
NORWAY	VITABATH	146207
PUERTO RICO	VITABATH	18076
PUERTO RICO	VITABATH	18077
SOUTH AFRICA	VITABATH	90/4970
SOUTH AFRICA	VITASPA	91/7140
SPAIN	VITABATH	2422193
SWITZERLAND	VITABAR	400311
SWITZERLAND	VITASPA BODYSKIN CARE FROM VITABATH	397063
TAIWAN	VITABATH	689902
TAIWAN	VITABATH	689998
URUGUAY	VITABATH	235509
U.S.A.	VITABATH ESSENTIALS	2746892
U.S.A.	VITABATH EXPRESSIVES	2832693
U.S.A.	VITABATH	2845704
U.S.A.	VITABATH NATURALS	1851851
U.S.A.	VITABATH GOLD	1769616
U.S.A.	VITABATH	1030490
U.S.A.	VITABATH	951501
U.S.A.	VITABATH	697889
U.S.A.	VITABATH	951482
U.S.A.	VITABATH PLUS	1325304
U.S.A.	VITASPA BODYSKIN CARE FROM VITABATH	74/211285

{00821974.DOCX /2 }