

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448853

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| L. Perrigo Company  |  | 10/27/2017            | Corporation: MICHIGAN |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | IVP, LLC   |                       |                       |
| <b>Street Address:</b>  | 500 Halls Mill Road                                |                       |                       |
| <b>City:</b>  | Freehold   |                       |                       |
| <b>State/Country:</b>   | NEW JERSEY   |                       |                       |
| <b>Postal Code:</b>   | 07728  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 87003888   | COMPLETE ADVANTAGE    |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  |  |                       |                       |
| <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>   | 4102806608   |                       |                       |
| <b>Email:</b>   | llaubscher@laubscherlaw.com                        |                       |                       |
| <b>Correspondent Name:</b>  | Lawrence E. Laubscher, Jr.                         |                       |                       |
| <b>Address Line 1:</b>  | 1160 Spa Road Suite 2B                             |                       |                       |
| <b>Address Line 4:</b>  | Annapolis, MARYLAND 21403                          |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Lawrence E. Laubscher, Jr.                         |                       |                       |
| <b>SIGNATURE:</b>   | /LELjr/  |                       |                       |
| <b>DATE SIGNED:</b>   | 10/27/2017   |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
| source=Complete Advantage assignment-2017-10-27#page1.tif   |  |                       |                       |
| source=Complete Advantage assignment-2017-10-27#page2.tif   |  |                       |                       |
| source=Complete Advantage assignment-2017-10-27#page3.tif   |  |                       |                       |
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OP \$40.00 87003888

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of October 26, 2017 by and between L. Perrigo Company ("Assignor"), and IVP, LLC, a Delaware limited liability company ("Assignee") (each, a "Party" and together, the "Parties").

### Background

Pursuant to that certain Asset Purchase Agreement between Perrigo Company, International Vitamin Corporation and Assignee, dated as of June 17, 2016 (the "Purchase Agreement"), among other things, Perrigo Company has agreed to and cause the other Seller Entities to sell to Assignee all right, title and interest in, to and under all of the Purchased Assets. The trademark application listed on Exhibit A hereto (collectively, the "Assigned Trademark") is being transferred pursuant to Section 6.12 of the Purchase Agreement. All capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Assigned Trademark, together with all goodwill associated therewith. The intent-to-use application listed on Exhibit A is being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned Trademark, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned Trademarks to Assignee.

3. Governing Law; Amendment. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the Parties.

4. Counterparts. This Agreement may be executed in two counterparts, both of which when executed shall be deemed to be an original but both of which when taken together shall constitute one and the same agreement.

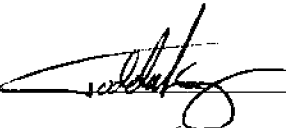
5. General. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will

*AP* 10/27/17

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

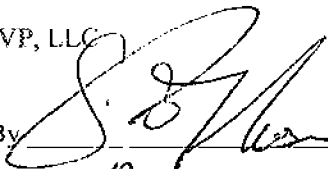
ASSIGNOR:

L. PERRIGO COMPANY

By:  \_\_\_\_\_  
Its EVA & General Counsel \_\_\_\_\_

ASSIGNEE:

IVP, LLC

By:  \_\_\_\_\_ 10/2/17  
Its VP, corporate secretary & CO \_\_\_\_\_

*[Signature Page to Trademark Assignment Agreement]*

remain in effect. No rule of construction resolving any ambiguity in favor of the non-drafting party shall be applied hereto.

*[Signature Page Follows]*

*SAC 10/27/17*

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**TRADEMARK**

**REEL: 006191 FRAME: 0686**

Exhibit A to Trademark Assignment

Assigned Trademarks

| Title              | Owner of Record    | Country                  | Status  | Date filed     | App. No.   | Reg. Date | Reg. No. | Trademark Class Code and Description |
|--------------------|--------------------|--------------------------|---------|----------------|------------|-----------|----------|--------------------------------------|
| COMPLETE ADVANTAGE | L. Perrigo Company | United States of America | Pending | April 18, 2016 | 87/003,888 | n/a       | n/a      | 005-DIETARY SUPPLEMENTS              |

*SA* 10/27/17