

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L. Perrigo Company		05/04/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	PBM Nutritionals, LLC		
Street Address:	652 Jefferson Parkway, Suite 300		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22911		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5927568	LOVE & CARE	
CORRESPONDENCE DATA			
Fax Number:	2485668365		
<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:	(248) 566-8364		
Email:	trademark@honigman.com		
Correspondent Name:	Nivita Beri		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	200407-491619		
NAME OF SUBMITTER:	Nivita Beri		
SIGNATURE:	/Nivita Beri/		
DATE SIGNED:	05/12/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), is effective as of Yth day of May, 2022 between L. Perrigo Company, a Michigan corporation, of 515 Eastern Avenue, Allegan, Michigan 49010 U.S.A. ("Assignor"), and PBM Nutritionals, LLC, a Delaware limited liability company, of 652 Peter Jefferson Parkway, Suite 300, Charlottesville, Virginia 22911 U.S.A. ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the trademark assets owned by Assignor; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all trademark assets owned by Assignor as set forth below.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names, trade dress, and all applications therefore that are used in connection with Assignor's business (the "**Marks**"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in **Exhibit A**, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.
2. **Rights.** The foregoing assignment includes the right to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.
4. **Indemnification of Assignee.** Assignor agrees to indemnify and defend Assignee and save and hold it harmless against and pay on behalf of or reimburse the Assignee all reasonable attorneys' fees and costs incurred by Assignee arising from or relating to any claim brought against Assignee relating to the use of the Marks prior to the Effective Date of this Assignment.

5. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan USA (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

9. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[The remainder of this page intentionally left blank, signatures follow on the next page.]

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

L. Perrigo Company

By: [Signature]

Name: Susan A. Fyau

Title: Asst. General Counsel

UNITED STATES OF AMERICA

STATE OF: Florida

COUNTY OF: Monroe

Sworn and subscribed before me this 4

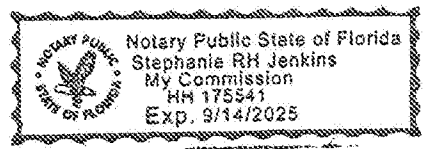
day of May, 2022 by

Susan A. Fyau
of L. Perrigo Company and they are duly authorized to execute this Trademark Assignment on behalf of the company.

Signature: [Signature]

Printed Name: Stephanie RH Jenkins

My Commission Expires: 9/14/2025



ASSIGNEE:

PBM Nutritionals, LLC

By: [Signature]

Name: Susan A. Fyau

Title: Asst. General Counsel

UNITED STATES OF AMERICA

STATE OF: Florida

COUNTY OF: Monroe

Sworn and subscribed before me this 4

day of May, 2022 by

Susan A. Fyau
of PBM Nutritionals, LLC and they are duly authorized to execute this Trademark Assignment on behalf of the company.

Signature: [Signature]

Printed Name: Stephanie RH Jenkins

My Commission Expires: 9/14/2025

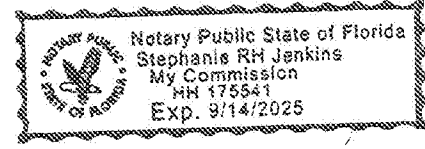


EXHIBIT A

<u>Country</u>	<u>Trademark</u>	<u>App. No./Reg. No.</u>	<u>Owner</u>
Canada	love & care	1926433	L. Perrigo Company
U.S.	love & care	87/913,566 / 5,927,568	L. Perrigo Company
United Kingdom	love & care	UK00003347720 / UK00003347720	L. Perrigo Company