

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Max Morris, LLC		11/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Health Warrior, Inc.		
Street Address:	4820 Old Main Street #2		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23231		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4023821	HEALTH WARRIOR	
CORRESPONDENCE DATA			
Fax Number:	8046982007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-775-1071		
Email:	rvance@mcguirewoods.com		
Correspondent Name:	Robin C. Vance		
Address Line 1:	901 E. Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2059343-0002		
NAME OF SUBMITTER:	Robin C. Vance		
Signature:	/Robin C. Vance/		

Date:

12/20/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 19 day of November, 2012, (the "Effective Date") by and between MaxMorris, LLC ("Assignor"), a limited liability company duly organized and existing under the laws of the State of Delaware, and Health Warrior, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Assignee").

RECITALS

Whereas Assignor desires to contribute, transfer, and assign all of its rights and interests, including without limitation common law rights, in and to the trademark listed on Attachment A, attached hereto and incorporated by reference herein (the "Mark") and the corresponding registration for the Mark (the "Registration"), together with the goodwill that Assignor has developed in such Mark (the "Goodwill"), to Assignee.

Whereas Assignee desires to acquire the Mark, the Registration and the Goodwill.

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

ASSIGNMENT OF MARK

1.1. **Assignment.** In connection with the corporate and organizational business objectives of Assignor and Assignee, Assignor has agreed to and hereby assigns and transfers to Assignee and its successors and assigns (i) Assignor's entire right, title and interest in and to the Mark, the Registration, and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made; and (ii) Assignor's rights to income, royalties, and license fees deriving from the Mark, Registration, and the Goodwill, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Mark or injury to the Goodwill and the right to sue for and collect such damages, as permitted under the applicable laws, for the use and benefit of Assignee and its successors, assigns and other legal representatives.

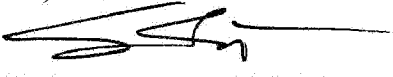
1.2. **Warranties.** The Mark is assigned hereunder "as is" without any warranties, express or implied.

1.3. **Further Materials or Documentation.** Assignor and Assignee each agree to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Agreement or to substantiate either party's use and/or ownership of the Mark, the Registration, and the Goodwill.

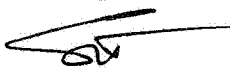
1.4. **Binding Effect.** This Agreement is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement and to be executed by their duly authorized officers or representatives as of the Effective Date.

MAXMORRIS, LLC

By: 
Name: Shane Emmert
Title: CEO
Date: 11.19.12

HEALTH WARRIOR, INC.

By: 
Name: Shane Emmert
Title: CEO
Date: 11.19.12

ATTACHMENT A

HEALTH WARRIOR, U.S. Registration No. 4,023,821