

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
QS Holdings, Inc.		09/24/2013	CORPORATION: <u>TEXAS</u>

RECEIVING PARTY DATA

Name:	CH QS, LLC
Street Address:	8214 Westchester Drive, Ste. 730
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85548814	QUICK STICKS
Serial Number:	85681296	ENERGY BY THE HOUR
Registration Number:	4036088	GLUCOSE QUICK STICKS

CORRESPONDENCE DATA

Fax Number: 2143788290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-378-8270
 Email: rsussman@csmlaw.net
 Correspondent Name: Ronald Sussman
 Address Line 1: 8333 Douglas Ave., Ste. 1525
 Address Line 4: Dallas, TEXAS 75225

ATTORNEY DOCKET NUMBER:	NOLAN
NAME OF SUBMITTER:	Ronald Sussman

OP \$90.00 85548814

Signature:	/Ronald Sussman/
Date:	09/25/2013
Total Attachments: 6 source=Assignment of Assets.exe#page1.tif source=Assignment of Assets.exe#page2.tif source=Assignment of Assets.exe#page3.tif source=Assignment of Assets.exe#page4.tif source=Assignment of Assets.exe#page5.tif source=Assignment of Assets.exe#page6.tif	

**ASSIGNMENT OF ASSETS PURSUANT TO
TEXAS BUSINESS AND COMMERCE CODE SECTION 9.620**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

This Assignment of Assets Pursuant to Texas Business and Commerce Code Section 9.620 (the "Assignment") is made from QS Holdings, Inc., a Texas corporation (the "Assignor") to CH QS, LLC., a Texas limited liability company (the "Assignee").

RECITALS:

WHEREAS, on or about February 8, 2013, QS Holdings, Inc., as Borrower ("Borrower" or "QS") for good and valuable consideration executed a promissory note for \$250,000.00 (the "Note") to CH QS, LLC, as Agent for the Note holders on the attached Exhibit "A" (the "Note Holders"); and

WHEREAS, the Note was secured by Security Agreements, by and between Borrower and Agent, for the benefit of the Note Holders ("Security Agreement") of even date, covering all assets of Borrower including trademark and intellectual property (collectively the "Collateral"); and

WHEREAS, subsequently Borrower defaulted under the Note and Agent exercised its rights to declare the Note in default and proceed to foreclose under the Security Agreement, serving on Borrower a notice under Texas Business and Commerce Code Section 9.620 (the "Notice"); and

WHEREAS, the statutory time period for the effectiveness of the Notice has run and notwithstanding notice to all parties entitled to same, no objection has been served.

NOW THEREFORE, Agent and Borrower agree and do confirm the following:

1. Agent intends the Notice to satisfy the requirements under the Texas Business and Commerce Code Section 9.620 as an acceptance of the Collateral in full satisfaction of the debt memorialized in the Note;
2. Borrower consents to the acceptance of Collateral in full satisfaction of the debt memorialized in the Note; and
3. Agent consents to Borrower's consent to the acceptance of Collateral in full satisfaction of the debt memorialized in the Note.

To facilitate the foregoing, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain the Assets (as hereafter defined), subject to the terms and conditions set forth herein.

In consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, and DELIVER to Assignee the following (collectively, the "Assets"):

(a) all assets of Borrower, including but not limited to, (1) all cash, deposits and other assets of Borrower; (2) all accounts, accounts receivable, contract rights and rights to payment of every kind, whether now existing or hereafter arising; (3) all inventory and work in process; (4) all supplies, parts, packaging, labels, formulae and intellectual property relating thereto; (5) all general intangibles of Borrower; (6) all books, records, files, documents, tapes, programs, printouts and other materials relating to any of the foregoing; (7) all products, proceeds, increases, substitutions, replacements and additions to any of the Collateral; (8) furniture, fixtures and equipment of Borrower; (9) all purchase orders, contract rights, instruments and other documents (including all documents of title) evidencing obligations to Borrower, including those for or representing obligations for goods sold or leased and/or services rendered by Borrower; (10) all claims, instruments, documents or chattel paper regardless of form (including all choses or things in action, patents, patents pending, infringement claims, service marks, trademarks, trade names, licenses, copyrights, blueprints, drawings, plans, diagrams, schematics, computer programs, computer tapes, computer discs, reports, catalogs, customer lists, purchase orders, goodwill, route lists, tax refunds and all rights to any of the foregoing), book debts, contract rights and rights to payment no matter how evidenced; (11) all URL's, phone numbers, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country and all renewals thereof (each of the foregoing items in this paragraph being herein referred to as a "Trademark" and collectively called the "Trademarks"), including without limitation, each Trademark described in Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; (12) patents, patent applications, claims and patents pending, including those identified on Schedule 1; and (13) all products and proceeds of the foregoing.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND, all and singular, title to the Assets unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Assignor, but not otherwise.

For the consideration aforesaid, Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney or attorneys of Assignor, with full power of substitution, for Assignor and in its name and stead, or otherwise, but on behalf and for the benefit of

Assignee, its successors and assigns, to demand and receive from time to time, any and all properties hereby given, granted, bargained, sold, assigned, transferred, conveyed, set over, confirmed or delivered and give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Assignor or otherwise, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the properties hereby given, granted, bargained, sold, assigned, transferred, set over, confirmed, delivered or conveyed, and to defend or compromise any or all actions, suits or proceedings in respect of any of said properties and do all such acts and things in relation thereto as Assignee, its successors and assigns, shall deem advisable, Assignor hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner and for any reason.

Assignor, for itself and its successors and assigns, does hereby covenant with Assignee, its successor and assigns, that Assignor and its successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, bills of sale, certificates of title, transfers, assignments, conveyances, powers of attorney, conveying and confirming unto Assignee, its successors and assigns, all and singular, the properties hereby granted, sold, assigned, transferred, conveyed and delivered as Assignee, its successors or assigns, shall reasonably require.

This Assignment may be executed in one or more counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

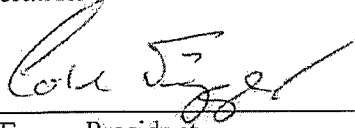
[signature page follows]

EXECUTED to be effective as of the 27 day of September, ²⁰¹³~~2012~~.

ASSIGNOR:

QS HOLDINGS, INC.,
a Texas corporation

By:

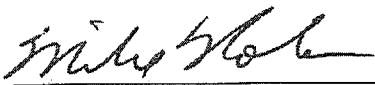


Cole Egger, President

ASSIGNEE:

CH QS, LLC,
a Texas limited liability company

By:



Mike Nolan, Manager

Exhibit "A"

Schedule of Payees

<u>Name</u>	<u>Amount Advanced</u>	<u>% of Total Advanced</u>
Club Hill Partners, Ltd.	\$168,233.00	66.67%
Kent LeFevre	\$4,875.00	1.93%
Fred G. Marxer	\$3,652.00	1.45%
Bruce D. Evans	\$1,560.00	.62%
Robert Luchsinger	\$1,333.00	.53%
JSN/AAK Enterprises, LLC	\$1,333.00	.53%
DB2 Investments, Ltd.	\$1,333.00	.53%
TWL Group, LP	\$20,000.00	7.93%
Michael B. Bartlett	\$5,000.00	1.98%
Robert J. Dobrient	\$25,000.00	9.91%
Michael Lewis	\$20,000.00	7.93%
Total:	<u>\$253,652.00</u>	<u>100%</u>

SCHEDULE 1 TO ASSIGNMENT

TRADEMARKS:

Quick Sticks:

- 8,554,8814

Energy By The Hour:

- 8,568,1296

Glucose Quick Sticks

- 4,036,088

TRADEMARK LICENSES

FORMULAE, PATENTS, PATENT APPLICATIONS, PATENTS PENDING:

Utility and Design Applications:

- 61613586

- 21419706