

## 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
Theodore Joseph Brembos		09/24/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	BDF Concepts, LLC		
Street Address:	658 Douglas Ave.		
Internal Address:	Suite 1102		
City:	Altamaonte Springs		
State/Country:	FLORIDA		
Postal Code:	32714		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1841154	NUTRA-PLEX	
CORRESPONDENCE DATA			
Fax Number:	4079267720		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	407-926-7716		
Email:	adavis@iplawfl.com		
Correspondent Name:	Amber N. Davis		
Address Line 1:	390 N. Orange Ave.		
Address Line 2:	Suite 2500		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	12284-005		
NAME OF SUBMITTER:	Amber N. Davis		
Signature:	/Amber N. Davis/		

OP \$40.00 1841154

Date:

10/03/2013

Total Attachments: 3

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**TRADEMARK ASSIGNMENT**

TRADEMARK ASSIGNMENT, dated as of September 24, 2013 (this "Trademark Assignment"), by THEODORE JOSEPH BREMBOS, an individual ("Seller"), in favor of BDF CONCEPTS, LLC, a Florida Limited Liability Company ("Buyer").

WHEREAS, Seller has entered into an Intellectual Property Purchase Agreement (the "Purchase Agreement"), providing for the purchase by Buyer of the Acquired IP from Seller;

WHEREAS, Seller is the owner of all rights, title, interests and associated goodwill in and to the trademark listed on Schedule A (the "Mark") and all applications and registrations for them, worldwide; and

WHEREAS, pursuant to the Purchase Agreement Buyer has acquired Seller's rights, title, interests in and to the Mark and the associated goodwill established by Seller's use of the Mark.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties do hereby agree as follows:

1. Seller hereby sells, assigns, transfers and sets over to Buyer, its successors and assigns, without reservation, all of Seller's rights, title and interests in and to the Mark and the associated usage and goodwill.
2. Seller further assigns to Buyer the right to assert the Mark and to collect for all royalties, fees and other income and all proceeds to past, present and future infringements, and all rights corresponding thereto for the Mark and the corresponding applications and registrations.
3. Seller hereby agrees to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts the Buyer may require in order to assist in the registration and protection of the Mark and to secure and to protect the assignments set forth in this Trademark Assignment, including, without limitation, allowing Buyer's attorney to file this assigned with the USPTO to transfer ownership of the NUTRA-PLEX trademark registration and the execution and delivery of any reasonably necessary documentation and the provision of reasonable cooperation as to any matters set forth in Section 2.
4. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and provisions of this Trademark Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.
5. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to conflicts of law principles thereof.

6. This Trademark Assignment is effective as of the Closing Date and shall be binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity with them.

THEODORE JOSEPH BREMBOS

By:   
Theodore Joseph Brembos

**Schedule A  
Trademark**

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
NUTRA-PLEX	1841154