

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS 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>
Tier One Brands, Inc.		12/06/2013	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nu-Tier Brands, Inc.		
<b>Street Address:</b>	2250 E 73RD ST - SUITE 530		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74136		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85193522	NU-TIER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5184490044		
Email:	drook@hoffmanwarnick.com		
Correspondent Name:	Hoffman Warnick LLC		
Address Line 1:	540 Broadway		
Address Line 4:	Albany, NEW YORK 12207		
ATTORNEY DOCKET NUMBER:	NUTR-0001		
NAME OF SUBMITTER:	David E. Rook		
Signature:	/ David E. Rook /		
Date:	12/09/2013		

OP \$40.00 85193522

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") dated as of December 6, 2013 (the "**Effective Date**"), is made by and between TIER ONE BRANDS, INC., a New York corporation ("**Assignor**"), and NU-TIER BRANDS INC., a New York corporation ("**Assignee**").

A. WHEREAS, prior to the Effective Date, Assignor was the owner of the entire right, title and interest in, to and under the trademark applications for registration of the trademarks identified and set forth on Schedule A, and the goodwill associated therewith (collectively, the "**Trademarks**"); and

B. WHEREAS, Assignor and Assignee desire to reflect Assignor's assignment of the Trademarks to Assignee.

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

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, all of Assignor's right, title and interest in and to the Trademarks, and all registrations, applications therefor and renewals and extensions thereof in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Assignment.

4. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns. This Assignment shall be

governed by and construed in accordance with the laws of the State of Delaware, without regard to application of choice of law principles.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together will constitute one and the same instrument.

**[Signatures on the Following Pages.]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

TIER ONE BRANDS, INC.

By: *Lou Polsinello, Jr.*  
Name: LOU POLSINELLO, JR.  
Title: ~~PA~~ Chairman of The Board

STATE OF NEW YORK)  
) SS:  
COUNTY OF RENSSELAER


On this 6th day of December, 2013 before me came Lou Polsinello, Jr., who acknowledged that he signed this instrument as a free act on behalf of Tier One Brands, Inc.

Notary Public:  
My commission expires:



AMANDA L. SINROD  
Notary Public, State of New York  
No. 01SI6135354  
Qualified in Albany County  
Commission Expires 10/17/ 2017

NU-TIER BRANDS, INC.

By:   
Name: LOU POLSINELLO, JR.  
Title: Chairman of The Board

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF RENSSELAER

On this 6<sup>th</sup> day of December, 2013 before me came Lou Polsinello, Jr., who acknowledged that he signed this instrument as a free act on behalf of Nu-Tier Brands, Inc.

Notary Public:  
My commission expires:



AMANDA L. SINROD  
Notary Public, State of New York  
No. 01SI6135354  
Qualified in Albany County  
Commission Expires 10/17/2017

**Schedule A**

**Trademarks**

No.	Mark	Application No.	Application Date	Registration No.	Registration Date
1	NU-TIER	85-193522	12-08-2010		