## 900275695 12/26/2013

## 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
Nutrition & Fitness, Inc.		12/17/2013	CORPORATION:

#### RECEIVING PARTY DATA

Name:	Mr. Richard J. Guy	
Street Address:	2712 Morganton Road	
City:	Fayetteville	
State/Country:	NORTH CAROLINA	
Postal Code:	28303	
Entity Type:	INDIVIDUAL: UNITED STATES	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85200247	LEVARIS

#### CORRESPONDENCE DATA

Fax Number: 3367266991

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 3367213747

Email: DComatzer@wcsr.com
Correspondent Name: Randel S. Springer
Address Line 1: One West Fourth Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	26840.1.5
NAME OF SUBMITTER:	Randel S. Springer
Signature:	/Randy Springer/
Date:	12/26/2013

Total Attachments: 2

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> TRADEMARK REEL: 005182 FRAME: 0318

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# ASSIGNMENT OF TRADEMARK APPLICATION AND RELATED BUSINESS

THIS ASSIGNMENT OF TRADEMARK APPLICATION AND RELATED BUSINESS (this "Assignment"), dated as of Decentral of D

## WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademark LEVARIS, the related United States trademark application identified on Exhibit A attached hereto (the "Trademark"), together with any and all goodwill of the business associated with the Trademark and that portion of the business to which the Trademark pertains; and

WHEREAS, Assignee desires to acquire the Trademark and all goodwill of the business associated therewith and that portion of the business to which the Trademark pertains from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark to Assignee;

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with (i) the goodwill symbolized by the Trademark; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark; and (iii) that portion of the business to which the Trademark pertains.
- 2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, as of the day and year first above written.

ASSIGNOR:	ASSIGNEE
ASSILTIME IN .	A SOUTHER.

Nutrition & Fitness. Inc./

m Michelly Gas

Its: Nutrition &CFITWES, INC

Dichard I Cwy

TRADEMARK

REEL: 005182 FRAME: 0319

# **EXHIBIT A**

# TRADEMARK

Mark Application No. Application Filing Date

LEVARIS 85/200,247 December 17, 2010

WCSR 31569852v1

TRADEMARK
RECORDED: 12/26/2013 REEL: 005182 FRAME: 0320