

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fuse Science, Inc.		01/03/2014	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Hudson Bay Master Fund Ltd., as collateral agent
Street Address:	c/o Hudson Bay Capital Management LP, 777 Third Avenue
Internal Address:	30th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Exempt Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	85726808	ALL THE ELECTROLYTES YOU NEED IN A SINGL
Serial Number:	85726804	ALL THE ENERGY YOU NEED IN A SINGLE DROP
Registration Number:	4316678	E
Registration Number:	4306621	ELECTROFUSE
Serial Number:	85363969	ENERJEL
Serial Number:	85364088	FUSE SCIENCE
Serial Number:	85686558	FUSE SCIENCE
Serial Number:	85690896	FUSE SCIENCE
Serial Number:	85686587	FUSE SCIENCE
Serial Number:	85887774	IT'S TIME TO LIGHT THE FUSE
Serial Number:	85783959	MULTIFUSE
Registration Number:	4266576	POWERED BY FUSE
Serial Number:	85686580	POWERED BY FUSE

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Registration Number:	4312476	POWERED BY FUSE
Serial Number:	85783783	POWERED BY FUSE SCIENCE
Serial Number:	85787037	POWERED BY FUSE SCIENCE
Serial Number:	85787010	POWERED BY FUSE SCIENCE
Registration Number:	4310323	POWERFUSE
Serial Number:	85822273	THE EVOLUTION OF HYDRATION

**CORRESPONDENCE DATA**

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-756-2132  
Email: scott.kareff@srz.com  
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	065903-0001
NAME OF SUBMITTER:	Scott Kareff (065903-0001)
Signature:	/kc for sk/
Date:	01/06/2014

**Total Attachments: 3**  
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, **Fuse Science, Inc.** (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of January 3, 2014 (as amended, restated or otherwise modified from time to time the “Security Agreement”), in favor of **Hudson Bay Master Fund Ltd.**, as collateral agent for certain buyers (the “Assignee”);

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the “Obligations” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 3, 2014.

**FUSE SCIENCE, INC.**

By: 

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Brian Tuffin, Chief Executive Officer

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

**U.S. Trademark Registrations**

<b>Trademark</b>	<b>Application or Registration Number</b>	<b>Application or Registration Date</b>
ALL THE ELECTROLYTES YOU NEED IN A SINGLE DROP	85/726,808	09/12/2012
ALL THE ENERGY YOU NEED IN A SINGLE DROP	4,381,260	08/06/2013
E Logo	4,316,678	04/09/2013
ELECTROFUSE	4,306,621	03/19/2013
ENERJEL	4,380,619	08/06/2013
FUSE SCIENCE	85/364,088	08/27/2013
FUSE SCIENCE	85/686,558	07/25/2012
FUSE SCIENCE Logo	85/690,896	05/28/2013
FUSE SCIENCE Logo	85/686,587	07/25/2012
IT'S TIME TO LIGHT THE FUSE	85/887,774	03/27/2013
MULTIFUSE	85/783,959	11/20/2012
POWERED BY FUSE	Cancelled	Cancelled
POWERED BY FUSE	4,266,576	01/01/2013
POWERED BY FUSE (Stylized)	85/686,580	07/25/2012
POWERED BY FUSE Logo	4,312,476	04/02/2013
POWERED BY FUSE SCIENCE	85/783,783	11/20/2012
POWERED BY FUSE SCIENCE Logo	85/787,037	10/08/2013
POWERED BY FUSE word mark	4,416,034	10/08/2013
POWERFUSE	4,310,323	03/26/2013
THE EVOLUTION OF HYDRATION	85/822,273	01/14/2013