

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																				
CONVEYING PARTY DATA																					
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CORRESPONDENCE DATA																					
<p>Fax Number:</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 7543001500</p> <p>Email: Info@ConceptLaw.com</p> <p>Correspondent Name: Scott D. Smiley</p> <p>Address Line 1: 200 South Andrews Avenue</p>																					

OP \$140.00 4162467

Address Line 4: Fort Lauderdale, FLORIDA 33301

ATTORNEY DOCKET NUMBER:

ANE TO CA IP

NAME OF SUBMITTER:

Scott D. Smiley

Signature:

/Scott D. Smiley Reg. No. 55627/

Date:

01/17/2014

**Total Attachments: 9**

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## ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (the "Assignment Agreement") is entered into as of 10/12, 2016 (the "Effective Date") by and between ANE MARKETERS & MANAGEMENT L.L.C., a Florida limited liability company (the "Assignor"), and CA IP HOLDINGS, LLC, a Florida limited liability limited company (the "Assignee").

### RECITALS

WHEREAS, Assignor owns certain Intellectual Property (as hereinafter defined) relating to the health and fitness supplement business; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor has agreed to assign and convey to Assignee, all of Assignor's right, title and interest in and to certain Intellectual Property and other assets of Assignor on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereinafter set forth, the parties agree as follows:

### ARTICLE I - GENERAL

1.1 Recitals. All of the above recitals are true and are hereby incorporated into the terms of this Assignment Agreement.

1.2 Definitions.

(a) "Acquired Assets" is defined in Section 2.1 hereof.

(b) "Assumed Contracts" means any licenses, agreements and other contracts listed on Schedule B attached hereto.

(c) "Excluded Assets" is defined in Section 2.2 hereof.

(d) "Intellectual Property" shall mean, collectively, any and all of the following rights, property, interests, items, and assets, whether now existing or arising hereafter, world-wide in any jurisdiction (including in the U.S.): (i) patents, patent rights, inventions, routines, mask rights, and patent applications; (ii) trademarks, service marks, trade names, trade dress, logos, business and product names, slogans, all goodwill in or embodied by any of the foregoing, all registrations of any of the foregoing, and all applications for registrations of any of the foregoing; (iii) copyrights, copyright registrations, applications for copyright registrations, renewals and extensions of the copyrights and copyright registrations, and all rights to renew and extend the copyrights and copyright registrations; (iv) know-how, processes, source code, object code, designs, trade secrets and confidential information, including any and all rights and benefits under any confidentiality, non-disclosure or non-compete agreement with any person or entity; (v) intellectual property rights and proprietary rights similar to any of the foregoing, including any and all moral rights, rights of attribution, and rights in and to the "look and feel," structure, sequence and organization of any software or computer program; (vi) all rights to sue for and remedies against past, present and future infringement of any of the foregoing in any jurisdiction; (vii) all rights of priority and protection of interests in any of the foregoing in any jurisdiction; (viii) all rights to renew or extend any of the foregoing; and (ix) all other rights, title and interests in and to each of the foregoing in any jurisdiction.

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(e) "Knowledge" means the knowledge of a person acting in a prudent manner and after reasonable inquiry in the course of performing his duties.

(f) "Lien" means, with respect to any asset or property, any mortgage, title defect or objection, lien, pledge, charge, security interest, covenant, condition, right-of-way, easement, encumbrance, hypothecation or adverse claim in respect of such asset or property.

(g) "Permitted Liens" means liens of landlords and liens of carriers, warehousemen, mechanics and materialmen and other like liens arising in the ordinary course of business for sums not yet due and payable.

(h) "Person" or "person" means an individual, corporation, partnership, limited liability company, firm, association, joint venture, trusts, unincorporated organization, government, governmental body, agency, political subdivision or other entity.

(i) "Transaction Documents" is defined in Section 4.1(a).

## ARTICLE II TRANSFER

2.1 General Assignment. Assignor hereby assigns, sells, transfers and conveys to Assignee, and Assignee hereby purchases and accepts from Assignor, all of (a) Assignor's right, title, and interest in and to all of Assignor's Intellectual Property listed on Schedule A attached hereto, together with all of the goodwill associated therewith, and (b) Assignor's rights and interest under the Assumed Contracts (all of such purchased assets being collectively referred to as "Acquired Assets").

2.2 Excluded Assets. All properties and assets of Assignor not set forth in Section 2.1 of this Agreement (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Acquired Assets and shall remain the property of Assignor after the Closing:

2.3 Assumed Liabilities. Except for the Assumed Contracts, Assignee shall not assume or be liable, nor be deemed to have assumed or be liable for, any liability or obligation of Assignor of any nature whatsoever.

2.4 Acknowledgement. Assignor hereby acknowledges that pursuant to this Assignment Agreement, Assignee shall accede to and obtain the entire, right, title and interest in and to the Acquired Assets, including the sole right and standing to:

(a) Receive all rights and benefits pertaining to the Acquired Assets;

(b) Institute and prosecute all suits and proceedings and take all actions that Assignee in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in or to the Acquired Assets.

(c) Defend and compromise any and all proceedings, suits, and actions relating to or arising out of the Acquired Assets.

2.5 Consent to Assignment of Assumed Contracts. Anything contained in this Assignment Agreement to the contrary notwithstanding, this Assignment Agreement shall not constitute an agreement or an attempted agreement to sell, transfer, sublease or assign any Assumed Contract (or any claim or right or any benefit arising thereunder or resulting therefrom) if the attempted sale, transfer, sublease or assignment thereof, without the consent of any other party thereto, would constitute a breach thereof or materially affect the rights of Assignee thereunder. Assignor shall use its commercially reasonable efforts

to obtain the consent of the other party to any Assumed Contract to the sale, transfer, sublease or assignment thereof to Assignee in all cases in which such consent is required for the sale, transfer, sublease or assignment of any Assumed Contract. If any such consent is not obtained, Assignor shall use its commercially reasonable efforts to cooperate with Assignee in reasonable and lawful arrangements designed to provide for Assignee the benefits of such Assumed Contract, including (a) adherence to reasonable procedures established by Assignee for the immediate transfer to Assignee of any payments or other funds received by Assignor thereunder and (b) enforcement for the benefit of Assignee of any and all rights of Assignor thereunder against the other party or parties thereto arising out of the breach or cancellation thereof by such other party or parties or otherwise.

## 2.6 No Warranties - Limited Liability.

(a) THE ACQUIRED ASSETS ARE PROVIDED "AS IS", EXCEPT AS SPECIFICALLY SET FORTH BELOW. ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THAT THE ACQUIRED ASSETS WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, AND ASSIGNORS HEREBY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES.

(b) ASSIGNORS SHALL NOT BE LIABLE, UNDER ANY THEORY OF LIABILITY, INCLUDING TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) CONTRACT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE ASSIGNEE'S USE OF THE ACQUIRED ASSETS, OR THE USE OF THE ACQUIRED ASSETS BY ANY THIRD PARTY, OR IN ANY OTHER WAY ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR THE TRANSACTION DOCUMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR COST OF COVER.

## ARTICLE III PURCHASE PRICE

3.1 Purchase Price. The purchase price for the Acquired Assets shall be Fifty Thousand Dollars (\$50,000) (the "Purchase Price").

3.2 Tax Treatment. The parties agree that Assignor shall be treated as selling the Acquired Assets to Assignee in exchange for the Purchase Price.

3.3 Purchase Price Allocation. Following the Closing, Assignee shall determine the allocation of the Purchase Price (and all other capitalized costs) among the Acquired Assets in accordance with Code Section 1060 and the Treasury Regulations thereunder, which allocations shall be binding upon the parties. Assignor and Assignee and each of their Affiliates shall take all actions and file all Tax Returns (including, but not limited to IRS Form 8594 "Asset Acquisition Statement") consistent with such allocation unless required to do so by law and, in such event, such Party shall provide advance written notice to the other detailing (i) the reasons surrounding such inconsistent position and (ii) the position to be taken by such party.

3.4 Tax Matters. Before and after the Closing, Assignor and Assignee shall reasonably cooperate, and shall cause their respective affiliates, officers, employees and agents to reasonably cooperate, in preparing and filing all tax returns, in resolving any audits or disputes relating to taxes and in connection with any other matters relating to taxes. All transfer, documentary, sales, use, stamp, registration and other such taxes, and all conveyance fees, recording charges and other fees and charges

incurred in connection with the transactions contemplated by this Assignment Agreement shall be split between Assignor and Assignee.

#### ARTICLE IV - REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

(a) Assignor is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Florida, and has all corporate power and authority to own its assets and to carry on its business as presently conducted. Assignor has all requisite power and authority to execute and deliver this Assignment Agreement and the documents, instruments and agreements contemplated hereby (the "Transaction Documents") and to perform its obligations hereunder and thereunder. The execution and delivery of this Assignment Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Assignor.

(b) This Assignment Agreement and each of the Transaction Documents have been duly and validly executed and delivered by Assignor which is a party thereto. This Assignment Agreement and the Transaction Documents constitute legal, valid and binding obligations of each Assignor which is a party thereto, enforceable against Assignor in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity.

(c) Neither the execution and delivery of this Agreement or the Transaction Documents nor the carrying out of the transactions contemplated hereby or thereby will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of any Assignor to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the properties or assets of Assignor under any provision of (i) any organizational documents of Assignor; (ii) any order, injunction, judgment, decree, or arbitration award of a governmental authority; (iii) any applicable law; or (iv) any contract, license, agreement or commitment of Assignor.

(d) No consent, waiver, approval, action, permit or authorization of, or declaration or filing with, or notification to, any Person or governmental authority is required on the part of Assignor in connection with the execution and delivery of this Agreement or the Transaction Documents or the compliance by Assignor with any of the provisions hereof or thereof.

(e) True, correct and complete copies of the Assumed Contracts have been provided to Assignee. To the knowledge of Assignor, there are no existing defaults under any of the Assumed Contracts. Each of the Assumed Contracts is in full force and effect.

(f) There is no action, suit, proceeding, investigation or claim pending, or to Assignor's knowledge, threatened in law, equity or otherwise before any court, administrative agency or arbitrator which (i) questions the validity of this Assignment Agreement or any of the Transaction Documents, (ii) might adversely affect the right, title or interest of the Assignee under the Assignment Agreement or any Transaction Document, or (iii) otherwise could adversely impact the Assignee. Assignor is not in default with respect to any order, writ, injunction, decree, ruling or decision of any court, commission, board, or other governmental agency.

(g) Assignor owns and possesses all right, title and interest in and to, or have a valid and enforceable right to use, each of the Acquired Assets free and clear of all Liens except Permitted Liens, and no claim by any third party contesting the validity, enforceability, use or ownership of any of the Acquired Assets has been made, is currently outstanding or threatened.

(h) Assignor has not received any notices of, nor is it aware of any facts which indicate a likelihood of, any infringement or misappropriation by, or conflict with, any third party with respect to any Acquired Assets including, without limitation, any demand or request that Assignor license rights from a third party.

(i) All of the material Acquired Assets are or shall be owned by, or licensed to Assignor on the Effective Date. Assignor has not disclosed, and shall not disclose to anyone other than Assignee, any of their trade secrets or confidential information relating to the Acquired Assets to any third party other than pursuant to a written confidentiality agreement. Assignor has taken all other commercially reasonable actions to maintain and protect the Acquired Assets.

(j) No representation or warranty by Assignor contained in any Transaction Document, and no statement contained in any instrument, list, certificate, or writing furnished to Assignee pursuant to the provisions hereof or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

#### ARTICLE V CLOSING

5.1 Closing. The parties will consummate and close the transactions contemplated by this Assignment Agreement (the "Closing") on the Effective Date.

5.2 Deliveries at Closing. At the Closing, the applicable parties shall execute and deliver, or cause to be executed and delivered, the following items:

(a) Assignor shall deliver evidence that the transactions contemplated hereby have been authorized by all necessary action on the part of Assignor.

(b) Assignor shall deliver to Assignee, in electronic form or, where appropriate, printed form, full copies of all intangible property included in the Acquired Assets.

#### ARTICLE VI MISCELLANEOUS

6.1 Notices. Any notice required or intended to be given by either party hereto to the other, pursuant to this Agreement or any provision of law, shall be in writing and sent by registered or certified mail, postage paid, or delivered by hand or overnight courier and acknowledged, or by telecopier and confirmed by registered or certified mail as follows:

If to Assignor, to it at: ANE Marketers & Management L.L.C.  
2041 High Ridge Road  
Suite B  
Boynton Beach, FL 33426  
Attn: Brendan Ahern  
Tel:  
Fax: \_\_\_\_\_

If to Assignee, to it at: CA IP Holdings, LLC

2041 High Ridge Road  
Suite B  
Boynton Beach, FL 33426  
Attn: Brendan Ahern  
Tel:  
Fax: .....

or to such other address as may be designated by the respective party by notice given to the other in accordance with this Section.

6.2 Binding on Successors and Assigns. All of the covenants and agreements of the parties hereinabove contained shall apply to and bind such party and its successors and assigns. Reference to a party shall mean and include such party's successors and assigns.

6.3 Entire Agreement. This Assignment Agreement and the other Transaction Documents constitute the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements between the parties hereto respecting the subject matter hereof. In addition, no amendments or modifications to this Assignment Agreement shall be valid unless set forth in writing and signed by each of the parties hereto.

6.4 Further Assurances. The parties hereby agree from time to time to execute and deliver such further and other assurances, assignments, documents, instruments and agreements and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Assignment Agreement.

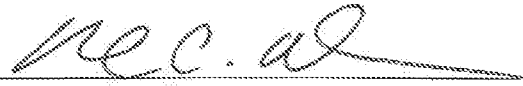
6.5 Governing Law. This Assignment Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. In the event of any dispute arising in connection with this Assignment Agreement or the Transaction Documents, the parties irrevocably consent to the exclusive jurisdiction of the state or federal courts located in Broward County, Florida.

6.6 Multiple Counterparts. This Assignment Agreement may be executed by the parties hereto in multiple counterparts, each of which shall be deemed to be an original for all purposes, and all of which together shall constitute one and the same instrument.

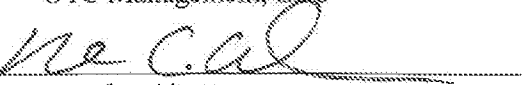


IN WITNESS WHEREOF, the undersigned have caused this Assignment Agreement to be executed as of the day and year first above written.

ANE MARKETERS & MANAGEMENT, LLC

By:   
Name: Brendan Ahern  
Title: Manager

CA IP HOLDINGS, LLC  
By: OTC Management, LLC

By:   
Name: Brendan Ahern  
Title: Manager

SCHEDULE A

INTELLECTUAL PROPERTY

Company	Marks	Status
Advanced Nutraceutical Engineers & Marketers	MYO-BLITZ	Status: Reg'd Reg. No.: 4162467
	RESURRECT-P.M.	Status: Published App. No.: 85394452
	RONNIE COLEMAN SIGNATURE SERIES	Status: Reg'd Reg. No.: 4165748
ANE Marketers and Management, LLC	ISO-TROPIC MAX	Status: Accepted – SOU Approved App. No.: 85526042
	SENSACOOOL	Status: Opposed App. No.: 85439417
	TESTOGEN-XR	Status: Accepted – SOU Approved App. No.: 85526031

**SCHEDULE B**

**ASSUMED CONTRACTS**

1. License Agreement entered into by and between Ronnie Coleman and Advanced Nutraceutical Engineers & Marketers (aka ANE Marketers & Management L.L.C.) effective June 12, 2011.