

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutritional Impact Corp.		02/04/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Boom Nutrition, Inc.		
Street Address:	7628 Colvin Rd.		
City:	Gates Mills		
State/Country:	OHIO		
Postal Code:	44040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2823446	CARB-BOOM	
Registration Number:	3682713	CARB BOOM!	
Registration Number:	3682710	CARB BOOM!	
CORRESPONDENCE DATA			
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:	4123552628		
Email:	mmonyok@kwbhlaw.com		
Correspondent Name:	Michael G. Monyok		
Address Line 1:	1001 Liberty Avenue		
Address Line 2:	11th Floor - Federated Investors Tower		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Michael G. Monyok		
SIGNATURE:	/M.Monyok/		
DATE SIGNED:	03/14/2014		
Total Attachments: 4			
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TRADEMARK			

OP \$90.00 2823446

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment Agreement") is made and entered into as of February 4, 2014, by and among NUTRITIONAL IMPACT CORP., a Canadian corporation (the "Assignor"), and BOOM NUTRITION, INC., an corporation organized under the laws of Delaware (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 4, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, their entire right, title and interest in, to and under all intellectual property owned by Assignor, (all such intellectual property and those trademarks specified on Exhibit A hereto, the "Assigned Trademarks"); and

WHEREAS, Assignee desires that Assignor sell, assign, transfer, convey and deliver to Assignee Assignor's entire right, title and interest in, to and under the Assigned Trademarks;

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of such Assignor's right, title and interest in, to and under the Assigned Trademarks, including all common law rights, including all goodwill of the business associated therewith, including all rights therein provided by international conventions or treaties, and the right to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof.

2. Assignor hereby agrees to take all actions (at Assignee's expense) and execute all documents reasonably necessary to record and perfect the interest of Assignee in and to the Assigned Trademarks, and shall not enter into any agreement in conflict with this Assignment Agreement.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and any other applicable governmental authority, to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Assignment Agreement with any applicable government authority so as to perfect its ownership of the Assigned Trademarks.

4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same agreement. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

5. This Assignment Agreement shall be governed by, and construed in accordance


with, the laws of the Commonwealth of Pennsylvania applicable to contracts executed in and to be performed in that Commonwealth, without regard to conflicts of laws principles.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Assignment Agreement as of the date first written above.

<u>ASSIGNOR:</u> NUTRITIONAL IMPACT CORP. By: <u>S-JL</u> Name: <u>JEAN ZAMBORSKI</u> Title: <u>Director</u>	<u>ASSIGNEE:</u> BOOM NUTRITION, INC. By: _____ Name: Tony Lammers Title: President
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IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Assignment Agreement as of the date first written above.

<u>ASSIGNOR:</u> NUTRITIONAL IMPACT CORP.	<u>ASSIGNEE:</u> BOOM NUTRITION, INC.
By: _____	By:  _____
Name: _____	Name: Tony Lammers
Title: _____	Title: President

{P0228550:1 }

Exhibit A

<u>Registered Marks</u>	<u>Juris.</u>	<u>Reg. No.</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Renewal</u>
CARB-BOOM	US	2823446	4.16.2003	3.16.2004	9.16.2010
CARB BOOM! (and design)	US	3682713	2.24.2009	9.15.2009	NA
CARB BOOM!	US	3682710	2.24.2009	9.15.2009	NA

Unregistered Marks

PRO BOOM! RECOVERY GEL
CARB BOOM
PRO BOOM
HYDRO BOOM
PROTEIN EXPRESS
THE WHEY DEPOT
BULLISH BRANDS
CARBBOOM SPORTS NUTRITION
CARBBOOM.COM
DRINKEDGE.COM
BULLISHBRANDS.COM
IGELSOLUTIONS.COM
UCHEWSOLUTIONS.COM
WHEY-FACTORY.COM
WELLNESS-DEPOT.COM
WHEYDEPOT.COM