

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
517255 B.C., Ltd.		02/07/2014	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Woodbolt Distribution, LLC		
Street Address:	715 N. Main Street		
City:	Bryan		
State/Country:	TEXAS		
Postal Code:	77803		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3787509	C4 3	
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>			
Email:	cspierer@dslawyers.com		
Correspondent Name:	Craig M. Spierer		
Address Line 1:	375 N. Broadway		
Address Line 2:	Suite 208		
Address Line 4:	Jericho, NEW YORK 11753		
NAME OF SUBMITTER:	Craig Spierer		
SIGNATURE:	/craigspierer/		
DATE SIGNED:	03/25/2014		
Total Attachments: 2			
source=Assignment of Trademarks (executed by 517255 B.C. Ltd.)#page1.tif			
source=Assignment of Trademarks (executed by 517255 B.C. Ltd.)#page2.tif			

OP \$40.00 3787509

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT is made, executed and delivered by the undersigned 517255 B.C., Ltd, a Canadian corporation with an address at 11450-201 A Street, Maple Ridge, British Columbia V2X 0Y3 (hereinafter referred to as "Assignor") to Woodbolt Distribution, LLC, a limited liability company duly organized and existing under and by the laws of the State of Texas, having its principal place of business at 715 North Main Street, Bryan, Texas 77803 (hereinafter referred as "Assignee"), effective as of the date of the execution below.

WHEREAS, the Assignor is the owner of the U.S. trademark registration filed on March 14, 2006, having the registration number 3,787,509 for the trademark



made in connection with a dietary supplements, namely a high performance muscle growth powder for increasing lean body mass, strength and endurance in International Class 005 (the "US Mark");

WHEREAS, the Assignor is the owner of the U.S. trademark registration filed on March 14, 2006, having the registration number 3,787,509 for the trademark



made in connection with a high performance muscle growth system in powder form for increasing lean body mass, strength and endurance (the "Canadian Mark");

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the US Mark and the Canadian Mark.

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in said trademark application together with the goodwill symbolized by the US Mark and the Canadian Mark, if any;

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license to other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor thereby possesses the full right to convey such rights and property;

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the US Mark and the Canadian Mark as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which

is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignee's right, title and interest in said trademark application together with all of the goodwill of the business in connection with which the US Mark and Canadian Mark is used, and with the full right to sue in law or equity, in order to protect the US Mark and the Canadian Mark and the right to recover for any past or future infringement of the US Mark and the Canadian Mark and any and all other rights and remedies associated with the use, ownership and registration of the US Mark and the Canadian Mark throughout the world.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, DIMAGGIO SPIERER, PLLC, 375 N. Broadway, Suite 208, Jericho, New York 11753, Attn: Craig M. Spierer, Esq., email cspierer@dslawyers.com, regarding any matter relating to the prosecution, alteration or amendment of the US Mark.

The Canadian Intellectual Property Office is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, OSLER, HOSKIN & HARCOURT, LLP, Suite 1900, 340 Albert Street, Ottawa, Ontario, Canada, K1R 7Y6 Attn: Donna White, Esq., email dwhite@osler.com, regarding any matter relating to the prosecution, alteration or amendment of the Canadian Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by an officer thereof, duly authorized, this 7th day of February, 2014.

517255 B.C., Ltd.

By: [Signature]

Title: Director

Place of Execution: Vancouver, British Columbia

Province of British Columbia)
State of _____)SS:
County of _____)

On this 7th day of February 2014, personally before me came Richard Pierce Assignor, known to me, and known to me to be the person described and who signed this Assignment, and, being duly sworn, acknowledged that he executed the same.

MANDY K. CHEEMA
Notary Public

By: [Signature]

MANDY K. CHEEMA
Barrister & Solicitor
ALEXANDER HOLBURN BEAUDIN + LANG LLP
2700 - 700 WEST GEORGIA ST.
VANCOUVER, BC CANADA V7Y 1S9