

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300998

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Reavy Physical Therapy LLC | FORMERLY Reavy Therapy LLC | 11/27/2013 | LIMITED LIABILITY COMPANY: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | React Weight Management, Inc. | | |
| Street Address: | 8825 Perimeter Park Blvd., Ste. 101 | | |
| City: | Jacksonville | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32216 | | |
| Entity Type: | CORPORATION: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85618274 | REACT | |
| 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: | daniel@nickellawoffice.com | | |
| Correspondent Name: | Daniel J. Nickel | | |
| Address Line 1: | 20 N. Clark St., Ste. 1100 | | |
| Address Line 4: | Chicago, ILLINOIS 60602 | | |
| NAME OF SUBMITTER: | Daniel J. Nickel | | |
| SIGNATURE: | /daniel j nickel/ | | |
| DATE SIGNED: | 04/10/2014 | | |
| Total Attachments: 7 | | | |
| source=REACT-Signed License Agreement (Nov 2013)#page1.tif | | | |
| source=REACT-Signed License Agreement (Nov 2013)#page2.tif | | | |
| source=REACT-Signed License Agreement (Nov 2013)#page3.tif | | | |
| source=REACT-Signed License Agreement (Nov 2013)#page4.tif | | | |
| source=REACT-Signed License Agreement (Nov 2013)#page5.tif | | | |
| source=REACT-Signed License Agreement (Nov 2013)#page6.tif | | | |
| source=REACT-Signed License Agreement (Nov 2013)#page7.tif | | | |

OP \$40.00 85618274

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the "Agreement") is made and entered into as of this _____ day of November in 2013, by and between React Weight Management Inc., ("Licensor"), a Florida corporation having an address of 8825 Perimeter Park Boulevard, Suite 101, Jacksonville, Florida 32216 and React Physical Therapy LLC, an Illinois limited liability company, having an address at 225 S. Sangamon, Chicago, Illinois (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor owns all right, title, and interest in and to the trademark "React" pursuant to, and within the scope of, its trademarks registered with the U.S. Patent and Trademark Office, Reg. Nos. 3,758,660 and 3,778,982, and any other registered trademarks by Licensor relating to REACT including but not limited to the REACT application (Ser. No. 85618274) to be acquired by Licensor and any resulting registration (hereinafter the "Mark" or "Marks"); and

WHEREAS, Licensee desires to use the Mark in connection with its physical therapy business, including but not limited to its name, advertising and promotions, and physical therapy services;

NOW, THEREFORE, in consideration of the promises and mutual obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

CERTAIN DEFINITIONS

- (a) "Business" shall mean the regularly conducted business of React Physical Therapy in the fields of physical therapy, athletic training, chiropractic services and massage services.
- (b) "Effective Date" shall mean the date this Agreement is mutually executed or becomes legally enforceable by the parties' mutual execution of the Agreement.
- (c) "Licensed Territory" shall mean the United States of America.
- (d) "Trademark Rights" shall mean, collectively, all foreign, federal, state and common law rights in and to the Mark that is the subject of this Agreement.

GRANT OF LICENSE

1.01. Licensor hereby grants to Licensee an exclusive, non-transferable license to use the Marks, together with the Trademark Rights, during the Term hereof in the fields of physical therapy services, athletic training, group training, personal training, fitness/health club institutions (not programs), chiropractic services and massage services, in connection with Licensee's Business activity in the Licensed Territory during the Term (the

"License"). Licensor may utilize (and may license another party to utilize) the Mark in connection with business activities that are outside of, and do not include activities in the fields of physical therapy, athletic training, group training, personal training, fitness/health club institutions (not programs), chiropractic services and massage services. During the Term hereof, Licensor will not license the Mark to any licensee who conducts business activities in the fields of physical therapy, athletic training, group training, personal training, fitness/health club institutions (not programs), and chiropractic services and massage services.

1.02. The Term of the License shall be for ninety-nine (99) years and shall not be assigned or sublicensed by Licensee at any time without the express written consent of Licensor.

1.03. Licensee shall pay Licensor \$2,000 (two thousand dollars) for each year of the Term of this Agreement in which Licensee uses the Mark. The license fee shall be payable annually within twenty (20) days of the anniversary of the Effective Date.

1.04. If Licensee determines at a future date that Licensee no longer desires to use the Mark, then Licensee shall inform Licensor in writing of its intent to discontinue use of the Mark and shall be allowed to otherwise terminate this Agreement. In that event, Licensor shall keep all fees paid by Licensee and Licensee shall be obligated to pay the annual fee for the year during which Licensee gives said notice. After said notice by Licensee, Licensor shall have no right to collect, demand or make a claim against Licensee for fees or royalties owed to Licensor for any years that are subsequent to Licensee's notice, and Licensee shall have no obligation to pay fees for said years following Licensee's notice.

1.05. In the event that React Weight Management receives a bona fide third party offer for the purchase of the Marks, whether as part of a purchase of the business or independent therefrom (collectively, the "Interest"), React Weight Management shall provide, prior to any sale, notice of said third party offer (the "Notice") to React Physical Therapy, LLC. Within thirty (30) days after receipt of the Notice (the "Option Period"), React Physical Therapy, LLC shall have the option to purchase the Mark or the Interest upon the terms set forth in the bona fide offer. If React Physical Therapy decides to exercise its option to purchase the Marks or Interest within the Option Period, then React Weight Management shall be free to sell the Marks or Interest to the third party purchaser, provided however, that such sale is on the same terms as those set forth in the Notice and provided that the third party purchaser assumes React Weight Managements obligations hereunder.

OTHER RIGHTS AND OBLIGATIONS OF LICENSOR

2.01. It is understood and agreed that React Weight Management, Inc. shall retain all right, title and interest in the mark as well as any modifications made to the Mark by React Physical Therapy, LLC. Licensor agrees to secure and maintain appropriate state or federal trademark applications for the Mark. Licensee agrees to cooperate in the filing of any affidavits and applications by providing proof of use of the Marks upon Licensor's reasonable request. Licensee will assign its trademark application (Serial No. 85618274) to Licensor and any resulting registration shall become part of this Agreement. In the event that Licensor were to discontinue use of the Mark,

or abandon any registration, Licensee has a first right of refusal to acquire any and all rights, including any federal or state trademark applications. (See section 1.05).

OTHER RIGHTS AND OBLIGATIONS OF LICENSEE

3.01. Licensee shall indemnify, defend and hold harmless Licensor as to all claims, demands, causes of action, damages, penalties, fines or other losses arising out of Licensee's use of the Mark. Licensee shall promptly notify Licensor of any claims arising out of Licensee's use of the Mark.

3.02. The parties acknowledge and consent to the use of the current domain name of Licensee (attached as Exhibit A), "beraact.com," and that Licensee has been using, and continues to use the Mark in connection with another mark it has, "be" which stands for body engineering. The "be" mark and the Mark may be used in a composite manner, in promotions and advertising material of Licensee. Licensee may use other marks, including marks owned by third parties, for the Business, in addition to the Licensed Marks, provided Licensee has obtained the necessary rights from the third party, if any. Subsequent to the execution of this Agreement, in the event that Licensee desires to use a mark, other than its "be" mark, in such a manner that creates a composite mark that includes any of the Mark, Licensee shall give written notice to Licensor of such intended use and request the consent of Licensor before engaging in such use.

3.03. It is hereby recognized that Licensee may wish to transition to a new mark or an existing mark owned by Licensee during the course of this Agreement and phase out the use of the Licensed Marks gradually during the Term. In connection with such transition, Licensee may wish to utilize such new or existing mark in connection with the Business in addition to the Licensed Marks. In the event Licensee desires to utilize both the Licensed Marks and a new mark simultaneously during the transition, Licensee shall provide at least thirty (30) calendar days prior written notice to Licensor of such proposed transition, along with a rendering of the proposed transitional usage. Licensor shall have a period of thirty (30) calendar days following receipt of such notice and rendition in which to give or withhold its approval of such transitional usage and Licensor shall be deemed to not have approved such transitional usage if Licensor does not deliver to Licensee its written approval thereof within such thirty (30) calendar day period. Licensor shall not unreasonably withhold or delay its approval.

3.04 Licensee agrees not to sell products or services of lesser quality under the Mark than those being sold by Licensor, or its predecessor in interest, under the Mark at the time of the execution of this Agreement. Licensee agrees to provide samples of products or services to be sold by Licensee under the Mark at the date of execution of this Agreement, to Licensor, for quality verification purposes.

3.05. All advertising, promotion and other use of the Mark will be in good taste and in such manner as will maintain and enhance the value of the Mark and Licensor's reputation, as use of the Mark by Licensee will inure to the benefit of Licensor.

3.06. Licensee agrees to cooperate with Licensor in all efforts to maintain and enforce all common law and statutory rights in the Mark, including notifying the Licensor in writing of any infringement by third parties.

TERMINATION

4.01. Any material breach of this Agreement by either party may result in termination of this Agreement. Either party may terminate this Agreement for breach of a material provision upon thirty (30) days written notice to the other. Such notice shall be effective unless the party in default cures such material breach within ninety (90) days of said notice. The following shall be deemed a material breach:

- a. The failure of Licensor to maintain an appropriate registration for the Mark;
- b. The failure of Licensee to discharge its duties under Section 3.01 herein;
- c. The failure of Licensee to cooperate with Licensor in the filing of affidavits, declarations or applications required to maintain any registrations for the Mark; and
- d. The failure of Licensee to pay the annual license fee within the time period proscribed in Section 1.03.

In the event that Licensee commits a material breach of this Agreement as defined in Section 4.01 a bove, it shall discontinue its use of the Mark, and will not any time thereafter use the Mark.

OTHER ACKNOWLEDGEMENTS OF RIGHTS AND MISCELLANEOUS PROVISIONS

5.01. Reservation of Rights. Each of the parties expressly reserve all rights not expressly granted or addressed herein.

5.02. Acknowledgment of Quality. The parties acknowledge that the Licensed Marks have come to signify a high level of quality to the purchasing public and that Licensor's use of the Licensed Marks before the Effective Date has been in connection with high quality products and services. The parties further agree that it is important to both parties and to the purchasing public that the goodwill in the Licensed Marks be retained and enhanced, and that the sale of quality products and services under the Licensed Marks is the essence of this Agreement.

5.03. Licensee's Domain Name. The parties acknowledge that Licensee may use and register the Mark in Licensee's domain name, including but not limited to the domain name, bereact.com (attached as Exhibit A), and may otherwise incorporate the Mark into other domain names that it chooses to use and/or register.

5.04. Licensor represents and warrants that it has full right and authority to grant the License granted to Licensee hereunder.

5.05. Governing Law. This Agreement shall be governed and controlled by the laws of the State of Florida on any issue where Federal Law does not otherwise apply. All disputes under this Agreement shall be resolved by the courts of the State of Florida, including the United States District Court for the Middle District of Florida, and all the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, according to the Notice provisions of this Agreement and hereby waive any jurisdictional or venue defenses otherwise available to it.

5.06. No Construction against any Party. Should a dispute arise between the parties regarding the construction or operation of this Agreement, it shall not be deemed to have been drafted by any one party, and no inference shall be drawn for or against any party on the basis that any one party was the drafter hereof.

5.07. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto relating to the subject matter hereof and is the final and complete expression of their intent. No prior or contemporaneous negotiations, promises, agreements, covenants, or representations of any kind or nature, whether made orally or in writing, have been made by the parties, or any of them, in negotiations leading to this Agreement or relating to the subject matter hereof, which are not expressly contained herein, or which have not become merged and finally integrated into this Agreement. This Agreement may be changed, modified, or amended only by a writing executed by the parties.

5.08. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.09. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

5.10. Service by Email. The parties agree to accept service and execution of this Agreement by Email and that an executed agreement submitted by Email will be considered as if executed in person. The parties waive any and all claims as to the genuineness and validity of the executed Agreement transmitted by Email.

5.11. No Waiver of Remedies. The failure of any party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

5.12. Severability. If any provision or part of this Agreement shall be found by a court to be invalid or unenforceable, then that provision or part shall be modified so as to render it valid and enforceable, or, if necessary, shall be deemed excised from this Agreement. In any event, the rest of the Agreement shall remain in full force and effect and shall be enforced to the maximum extent permitted by law.

5.13. Authority to Execute Agreement. Each person whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized and empowered to execute this Agreement on behalf of, and to bind, the person or entity on whose behalf his or her signature is affixed.

5.14. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.15 No Joint Venture. Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

NOTICE

4.03. All notices and communications, shall be sent in writing to the parties at the following addresses:

To Licensor at

Robert Cywes, MD
React Weight Management, Inc.
9070 Bay Cove Lane
Jacksonville, FL 32257

with a copy to:

Crystal T. Broughan, Esq.
MARKS GRAY, P.A.
1200 Riverplace Blvd., Suite 800
Jacksonville, FL 32207

and to Licensee at:

David Reavy
React Physical Therapy LLC
225 S. Sangamon
Chicago, IL 60607

with a copy to:

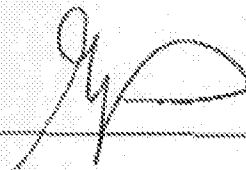
Daniel J. Nickel / Daniel J. Nickel & Assoc, PC
9 W. Washington, 4th Floor
Chicago, IL 60602

by U.S. certified mail with return receipt, or not in excess of two days delivery by any nationally recognized courier service.
Either party may from time to time notify the other party of a different address to which all notices, communications or remittances shall thereafter be addressed.

AGREED BY THE PARTIES BELOW:

Licenser

Reset Weight Management Inc.



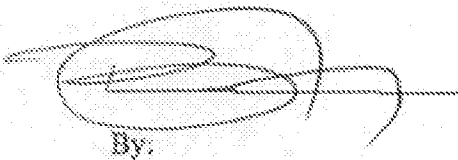
Date 11/27/13

By:

Print Name / Title: ROBERT CURO President

Licensee

React Physical Therapy LLC



Date 4/10/2014

By:

Print Name / Title: DAVID REMY, MBA, CEO

