# CH \$40.00 35888

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM302617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Primary Investments Group Limited		04/18/2014	CORPORATION: BRITISH VIRGIN ISLANDS

## **RECEIVING PARTY DATA**

Name:	Bio Trust Nutrition, LLC	
Street Address:	101 Colorado Street, #2308	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78701	
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3588841	BRIGHT BRAIN

# **CORRESPONDENCE DATA**

**Fax Number:** 3038630223

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 3038639700

**Email:** mtrudell@sheridanross.com

**Correspondent Name:** Miriam D. Trudell, Sheridan Ross P.C.

Address Line 1: 1560 Broadway, Suite 1200
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	6530-11
NAME OF SUBMITTER:	Miriam D. Trudell
SIGNATURE:	/miriam trudell/
DATE SIGNED:	04/25/2014

## **Total Attachments: 3**

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> TRADEMARK REEL: 005268 FRAME: 0098

#### EXHIBIT B

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment Agreement"), dated as of April 18,2014, is made by PRIMARY INVESTMENTS GROUP LIMITED ("Assignor"), a British Virgin Islands corporation, located at TrustNet Chambers, P.O. Box 3444 Road Town, Tortola, Br. Virgin Islands, in favor of BIO TRUST NUTRITION, LLC ("Assignee"), a Texas Limited Liability Company, located at 101 Colorado Street, #2308, Austin, TX 78701.

WHEREAS, Assignor is the owner of the trademark and registration therefor, listed in Schedule 1 ("Trademark") and is desirous of assigning the Trademark to Assignee; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in the Trademark and the registration therefor listed in Schedule 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, transfer, assign and convey its entire right, title and interest in and to the Trademark, together with the goodwill in, incorporated or embodied in and/or associated with the Trademark, the right to sue for past infringement, and the trademark registration listed in Schedule 1.

The Parties agree that this Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment Agreement.

The parties agree that this Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties agree that this Trademark Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 005268 FRAME: 0099

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment Agreement as of the date written above.

PRIMARY INVESTMENTS GROUP LIMITED

Name: Klee Irwin

Title: Authorized Agent

Address for Notices:

PRIMARY INVESTMENTS
GROUP LIMITED
c/o IRWIN NATURALS

Attn: Klee Irwin
5310 Beethoven Street
Los Angeles, CA 90066
Telephone: 310-306-3636
Facsimile: 310-306-1680

[AGREED TO AND ACCEPTED:

BIO TRUST NUTRITION, LLC

Name: Josh Bezoni

Title: CEO

Address for Notices:

Mark Campanini, Esq. Bio Trust Nutrition, LLC 401 N. Tryon Street, 10th Floor

Charlotte, NC 28202

E-mail: mcampanini@biotrust.com

# SCHEDULE 1

# ASSIGNED TRADEMARK REGISTRATION

BRIGHT BRAIN UNITED STATES REGISTRATION NO. 3588841 REGISTERED: 3/10/2009