

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brain Pharma, LLC		04/29/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	BPI Sports, LLC		
Street Address:	3149 S.W. 42nd St #200		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33312		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4252316	BPI	
CORRESPONDENCE DATA			
Fax Number:	3053563407		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3053565455		
Email:	jcarey@careyrodriquez.com		
Correspondent Name:	John C Carey		
Address Line 1:	1395 Brickell Ave #700		
Address Line 4:	Miami, FLORIDA 33134		
NAME OF SUBMITTER:	John C Carey, Attorney of record		
SIGNATURE:	/John C Carey/		
DATE SIGNED:	04/29/2014		
Total Attachments: 2			
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source=BPI Trademark Assignment#page2.tif			

OP \$40.00 4252316

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between BRAIN PHARMA, LLC ("Assignor") and BPI SPORTS, LLC ("Assignee").

WHEREAS, Assignor is the owner of the trademark BPI registered with the United States Patent and Trademark Office as Registration No. 4252316 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$10.00, payable on this date.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

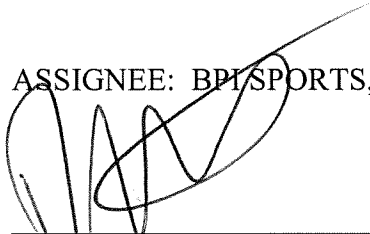
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

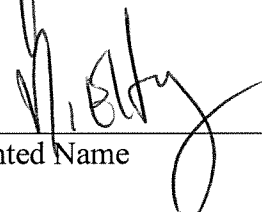
8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

Date: April 29, 2014

ASSIGNEE: BPI/SPORTS, LLC

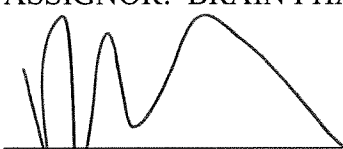


Signature

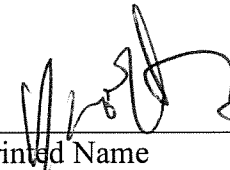


Printed Name

ASSIGNOR: BRAIN PHARMA, LLC



Signature



Printed Name