

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306413

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Be Powerful, LLC		05/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BPI Sports, LLC		
<b>Street Address:</b>	3149 SW 42nd St., Ste #200		
<b>City:</b>	Hollywood		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33312		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85521731	ROXYLEAN	
<b>Serial Number:</b>	85469214	BPI BEVERAGES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(561) 653-5000		
<b>Email:</b>	kendra.waterman@akerman.com		
<b>Correspondent Name:</b>	Jennifer P. Rabin, Akerman LLP		
<b>Address Line 1:</b>	222 Lakeview Avenue, 4th Floor		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>ATTORNEY DOCKET NUMBER:</b>	286871		
<b>NAME OF SUBMITTER:</b>	Jennifer P. Rabin		
<b>SIGNATURE:</b>	/Jennifer P. Rabin/		
<b>DATE SIGNED:</b>	06/03/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is dated as of May 30, 2014 ("Effective Date"), by and between Be Powerful, LLC, a Florida limited liability company having an address of 3149 SW 42nd St, Ste #200, Hollywood, FL 33312 ("Assignor"), and BPI Sports, LLC, a Florida limited liability company having an address of 3149 SW 42nd St, Ste #200, Hollywood, FL 33312 ("Assignee").

### Recitals

A. Assignor, immediately prior to the execution of the Contribution Agreement (as defined below), was the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, the "Assigned Trademarks");

B. In accordance with that certain Contribution Agreement between Assignor and Assignee dated effective as of May 30, 2014 (the "Contribution Agreement"), Assignor wishes to contribute, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

### Terms

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Contribution Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto, together with all goodwill of the business connected with the use of or relating to and symbolized by the Assigned Trademarks, which business is ongoing and existing, including any and all benefits, privileges, causes of action, and remedies relating to the Assigned Trademarks, including, without limitation, the exclusive right (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to

any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Intentionally Left Blank—Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

**ASSIGNOR:**

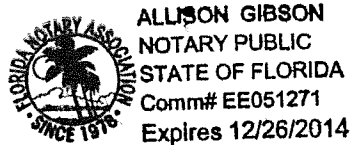
Be Powerful LLC

By: [Signature]  
Name: Derek M. Ettinger  
Title: Manager

STATE OF Florida  
COUNTY OF Broward ) ss:

The foregoing Assignment was acknowledged before me this 2nd day of June, 2014 by Derek M. Ettinger, a Manager of Be Powerful, LLC, a Florida limited liability company, on behalf of the corporation. He/she is personally known to me or who has produced license (type of identification) as identification.

[Signature]  
NOTARY PUBLIC, STATE OF Florida  
Allison Gibson  
(Print, Type or Stamp Commissioned Name of Notary Public)



**ASSIGNEE:**

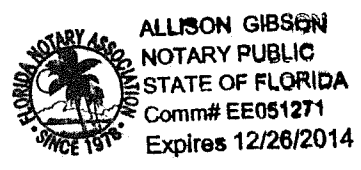
Be Powerful, LLC

By: [Signature]  
Name: Derek M. Ettinger  
Title: Manager

STATE OF Florida  
COUNTY OF Broward ) ss:

The foregoing Assignment was acknowledged before me this 2nd day of June, 2014 by Derek M. Ettinger, a Manager of BPI Sports, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or who has produced license (type of identification) as identification.

[Signature]  
NOTARY PUBLIC, STATE OF Florida  
Allison Gibson  
(Print, Type or Stamp Commissioned Name of Notary Public)



## Schedule 1

### Assigned Trademarks

Mark	Country	App. No. Reg. No.	Date Filed Date Registered	Goods/Services
ROXYLEAN	United States	App: 85/521,731 Reg: n/a	Filed: 1/20/2012 Reg: n/a	Class 32: Non-carbonated sports energy drinks
BPI BEVERAGES	United States	App: 85/469,214 Reg: n/a	Filed: 11/10/2011 Reg: n/a	Class 30: Non-carbonated energy drinks; non-carbonated sports drinks

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RECORDED: 06/03/2014

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