

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brain Pharma, LLC		02/28/2014	LIMITED LIABILITY COMPANY: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	Be Powerful, 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

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4266853	BE POWERFUL
Registration Number:	3904859	HAPPY DREAMS
Registration Number:	3917552	HAPPY ENDINGS
Registration Number:	3628368	HAPPY PILLS
Registration Number:	3894828	1MR
Registration Number:	4099999	A50
Registration Number:	4122592	A-HD
Registration Number:	4083942	ONE MORE REP
Registration Number:	3894881	RX6
Registration Number:	4032533	SUPER PRO
Serial Number:	86076649	1MR VORTEX
Serial Number:	85173312	HAPPY SHOTS

## CORRESPONDENCE DATA

Fax Number: 5616596313

*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.*

Phone: (561) 653-5000

Email: kendra.waterman@akerman.com

Correspondent Name: Jennifer P. Rabin, Akerman LLP

Address Line 1: 222 Lakeview Avenue, 4th Floor

TRADEMARK

<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> source=Trademark Assignment - Brain Pharma to Be Powerful#page1.tif source=Trademark Assignment - Brain Pharma to Be Powerful#page2.tif source=Trademark Assignment - Brain Pharma to Be Powerful#page3.tif source=Trademark Assignment - Brain Pharma to Be Powerful#page4.tif source=Trademark Assignment - Brain Pharma to Be Powerful#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is dated as of February 28, 2014 ("Effective Date"), by and between Brain Pharma, LLC, a Florida limited liability company having an address of 3149 SW 42nd St, Ste #200, Hollywood, FL 33312 ("Assignor"), and Be Powerful, 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 as of February 28, 2014 (the "Contribution Agreement"), Assignor wishes to 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:**

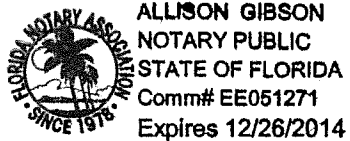
Brain Pharma, LLC

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, the Manager of Brain Pharma, 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: \_\_\_\_\_

Name: Derek M. Ettinger

Title: Manager

STATE OF Florida

COUNTY OF Bayard ) 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 company. He/she is personally known to me or who has produced license (type of identification) as identification.

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



ALLISON GIBSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE051271  
Expires 12/26/2014

## Schedule 1

### Assigned Trademarks

Mark	Country	App. No. Reg. No.	Date Filed Date Registered	Goods/Services
BE POWERFUL	United States	App: 85/468,369 Reg: 4,266,853	Filed: 11/9/2011 Reg: 1/1/2013	Class 35: On-line retail store services featuring dietary supplements, nutritional supplements, herbs, vitamins and sports nutrition products
HAPPY DREAMS	United States	App: 77/630,047 Reg: 3,904,859	Filed: 12/10/2008 Reg: 1/11/2011	Class 5: Nutraceuticals for the treatment of sleeplessness
HAPPY ENDINGS	United States	App: 77/654,084 Reg: 3,917,552	Filed: 1/22/2009 Reg: 2/08/2011	Class 5: Dietary supplements
HAPPY PILLS	United States	App: 77/440,902 Reg: 3,628,368	Filed: 4/5/2008 Reg: 5/26/2009	Class 5: Dietary and nutritional supplements
1MR	United States	App: 77/788,697 Reg: 3,894,828	Filed: 7/24/2009 Reg: 12/21/2010	Class 5: Dietary supplements
A50	United States	App: 85/173,285 Reg: 4,099,999	Filed: 11/10/2010 Reg: 2/14/2012	Class 5: Dietary and nutritional supplements; dietary and nutritional supplements for increasing strength and lean body mass; non-prescription dietary and nutritional supplements sold in vitamin and nutrition shops and online stores featuring over-the-counter nutritional supplements
1MR VORTEX	United States	App: 86/076,649 Reg: n/a	Filed: 9/27/2013 Reg: n/a	Class 5: Dietary and nutritional supplements
A-HD	United States	App: 85/159,417 Reg: 4,122,592	Filed: 10/22/2010 Reg: 4/3/2012	Class 5: Dietary supplements, namely, all-natural supplements for bodybuilding that promote testosterone production and block estrogen production and that are sold without a prescription in vitamin and nutrition shops and online stores featuring over-the-counter nutritional supplements
HAPPY SHOTS	United States	App: 85/173,312 Reg: n/a	Filed: 11/10/2010 Reg: n/a	Class 5: Dietary and nutritional supplements; non-prescription dietary and nutritional supplements sold in vitamin and nutrition shops and online stores featuring over-the-counter nutritional supplements
ONE MORE REP	United States	App: 85/341,161 Reg: 4,083,942	Filed: 06/08/2011 Reg: 1/10/2012	Class 5: Dietary supplements
RX6	United States	App: 85/803,728 Reg: 3,894,881	Filed: 08/13/2009 Reg: 12/21/2010	Class 5: Dietary supplements
SUPER PRO	United States	App: 85/078,788 Reg: 4,032,533	Filed: 7/6/2010 Reg: 9/27/2011	Class 5: Dietary and nutritional supplements for human consumption; dietary and nutritional supplements for human consumption, namely, protein supplements for muscle growth and recovery; dietary supplements for human consumption sold via Internet commerce and sports nutrition specialty stores