

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corr-Jensen Inc.		07/11/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Performix LLC		
Street Address:	221 South Cherokee Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80223		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86116793	PERFORMIX	
CORRESPONDENCE DATA			
Fax Number:	3032238048		
<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>			
Phone:	(303) 223-1248		
Email:	akrause@bhfs.com		
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	012358.0029 7/18/14 DRS		
NAME OF SUBMITTER:	Ashley Krause		
SIGNATURE:	/ashleykrause/		
DATE SIGNED:	07/18/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective this 11 day of July 2014, by and between Corr-Jensen Inc., a Colorado corporation with a principal place of business at 221 South Cherokee Street, Denver, CO 80223 ("Assignor"), and Performix LLC, a Colorado limited liability company with a principal place of business at 221 South Cherokee Street, Denver, CO 80223 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby assign to Assignee, all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent-to-use trademark applications set forth on Exhibit A (collectively, the "Marks"), together with that portion of Assignor's business in connection with which it uses or has an intent to use the Marks and the goodwill of the business symbolized by the Marks.

Assignor acknowledges that subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Marks, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Marks or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Marks, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Marks, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Marks are not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

Corr-Jensen Inc.

By: X *[Signature]*
Its: *CEO*

STATE OF New York)
) ss.
COUNTY OF Westchester)

On July 15, 2014, before me, Patricia A. Maloney, Notary Public, personally appeared Matt Hesse, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: _____

PATRICIA A MALONEY
Notary Public, State of New York
No. 01MAS154551
Qualified in Westchester County
Commission Expires October 23, 2014

Patricia A. Maloney
Notary

[Trademark Assignment – Signature Page 1 of 2]

Performix LLC

By: X

Its: CEO

STATE OF New York)
)
COUNTY OF Westchester) ss.

On July 15, 2014, before me, Patricia A. Maloney
Notary Public, personally appeared Matt Hesse, personally known
to me, or who proved to me on the bases of satisfactory evidence, to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: _____

PATRICIA A MALONEY
Notary Public, State of New York
No. 01MAG154561
Qualified in Westchester County
Commission Expires October 23, 2014

Patricia A. Maloney
Notary

[Trademark Assignment – Signature Page 2 of 2]

EXHIBIT A

Trademarks and Applications

<u>Country</u>	<u>Application No./Filing Date</u>	<u>Mark</u>
U.S.	86116793 11/12/13	PERFORMIX
Australia	1622156 5/12/14	PERFORMIX
Brazil	907678513 5/12/14	PERFORMIX
Canada	1676606 5/12/14	PERFORMIX
European Union	012868402 5/12/14	PERFORMIX
Mexico	1484601 5/12/14	PERFORMIX