

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medivators Inc.		10/30/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	SNB Solutions LLC		
Street Address:	9597 Mill Trail Lane		
City:	Monticello		
State/Country:	MINNESOTA		
Postal Code:	55362		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4136213	SPORTSENSE	
Registration Number:	4103103	FEAR NO GEAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	763 553 3300		
Email:	zkaliher@medivators.com		
Correspondent Name:	Trademark Manager		
Address Line 1:	14605 28th Avenue North		
Address Line 4:	Minneapolis, MINNESOTA 55447		
ATTORNEY DOCKET NUMBER:	SPORTSENSE & FEAR NO GEAR		
NAME OF SUBMITTER:	Zona Kaliher		
SIGNATURE:	/zonakaliher/		
DATE SIGNED:	11/03/2014		
Total Attachments: 4			
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OP \$65.00 4136213

Trademark Assignment

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on October 30, 2014 (the "Effective Date") by and between the following parties:

MEDIVATORS INC.
a Minnesota Corporation
14605 28th Avenue N.
Minneapolis, Minnesota 55447

(the "Assignor")

AND

SNB Solutions LLC
a Minnesota Limited Liability Company (LLC)
9597 Mill Trail Lane
Monticello, Minnesota 55362

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office to record the transfer of the registrations set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to, upon the reasonable request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all registrations for the Trademarks.

In full consideration of the sale and assignment by Assignor to Assignee of the Assets, Assignee will pay to Assignor the sum of US\$5,000.00, payable within five days of the Effective Date.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Minnesota.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

7. CONFIDENTIALITY.

Assignor and Assignee each agree not to disclose publicly or to any third party, and to keep in strictest confidence, all (i) the terms of this Agreement and (ii) information identified by a party as being secret or confidential.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignee: SNB Solutions LLC

By: *Vicki Lanka* Date: *10/24/14*

Name: Vicki Lanka

Title: President

Assignor: MEDIVATORS INC.

By: *P. E. Heenan* Date: *10/27/14*

Name: *Paul E. Heenan*

Title: *CEO*

Exhibit A

List of Trademark/Service Mark

Trademark/Service mark: SPORTSENSE
Registration/Application number: 4,136,213
Dated: May 01, 2012

Trademark/Service mark: FEAR NO GEAR
Registration/Application number: 4,103,103
Dated: February 21, 2012