

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XS Energy, LLC		01/07/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Alticor Inc.
Street Address:	7575 Fulton Street East
Internal Address:	78-2M
City:	Ada
State/Country:	MICHIGAN
Postal Code:	49355
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3568574	XS
Registration Number:	4579607	XS
Registration Number:	2826858	XS
Registration Number:	4032123	XS ENERGY SHOT
Registration Number:	3887504	XS SHOTS
Registration Number:	3887492	XS SHOTS
Registration Number:	4612741	XS

CORRESPONDENCE DATA

Fax Number: 6167874306

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: 6167875103

Email: terri.palmer@alticor.com

Correspondent Name: Elizabeth Zidones

Address Line 1: 7575 Fulton Street East

Address Line 2: 78-2M

Address Line 4: Ada, MICHIGAN 49355

OP \$190.00 3568574

ATTORNEY DOCKET NUMBER:	018716.162204
NAME OF SUBMITTER:	R. Scott Keller
SIGNATURE:	/rsk/
DATE SIGNED:	01/14/2015

Total Attachments: 12

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of this 7th day of Jan., 2015 by XS Energy, LLC, a California limited liability company, whose address is 9900 Bell Ranch Drive, Unit 105, Santa Fe Springs, California 90670 ("Assignor"), to Alticor Inc., a Michigan corporation, whose address is 7575 Fulton Street East, Ada, Michigan 49355 ("Assignee").

The Assignor and Assignee are parties (with others) to an Asset Purchase Agreement, dated as of January 10, 2011 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from the Assignor, the Assets, including without limitation the Seller Intellectual Property.

In furtherance of the transactions contemplated by the Purchase Agreement, the Assignor desires to irrevocably grant, transfer and assign to Assignee, and Assignee desires to accept the grant, transfer and assignment of, all of the Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names which are Assets, including without limitation those listed on Schedule A annexed hereto and incorporated herein by this reference (the "Transferred Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement, payment of consideration in the amount of \$100, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts the grant, transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Transferred Marks, all copies and tangible embodiments of the Transferred Marks (in whatever form or medium), all rights in or licenses to or from a third Person in any of the Transferred Marks, and all past, present or future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of any of the Transferred Marks, together with the goodwill of the business associated with the Transferred Marks, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

Without limiting Section 10.2 of the Purchase Agreement, the Assignor hereby agrees to execute or procure any further necessary assurance of its title to the Transferred Marks and, upon the reasonable request of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights to the Transferred Marks in Assignee, its successors, assigns or other legal representatives; and upon the reasonable request of said Assignee, will execute any additional applications for registration, or any part or parts thereof, and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation but at the expense of Assignee or Assignee's successors or other legal representatives.

To the extent that the laws of any country prohibit or restrict assignments of pending trademark or service mark applications, the Assignor will assign and transfer such applications as soon as permitted under such country's laws, and until such assignment, the Assignor will permit Assignee to use and exercise its rights in the Transferred Marks in any such country pursuant to this Assignment. Assignee will be responsible for the prosecution and maintenance of any applicable pending

applications after closing. The Assignor hereby agrees to cooperate with Assignee, at Assignee's sole cost and expense, in connection with obtaining, and maintaining such pending applications including, but not limited to, executing any and all lawful documents that may be necessary or desirable in connection with such pending applications. In order to fulfill the Assignor's obligations under this paragraph, the Assignor shall appoint a representative as the Assignor's true and lawful attorney in fact with full irrevocable power and authority in the place and stead of the Assignor to take any and all appropriate action and to execute any and all documents to prosecute and maintain such pending applications. In the event that the Assignor fails to cooperate with Assignee in fulfilling the Assignor's obligations under this paragraph, the Assignor hereby appoints Assignee as the Assignor's true and lawful attorney in fact with full irrevocable power and authority in the place and stead of the Assignor to take any and all appropriate action and to execute and deliver any and all documents to prosecute and maintain such pending applications.

The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all said Transferred Marks to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

[Remainder of page intentionally left blank; signature page follows.]

ASSIGNOR:

XS Energy, LLC

By: [Signature]
Name: Josh D. Bradbury
Title: Manager

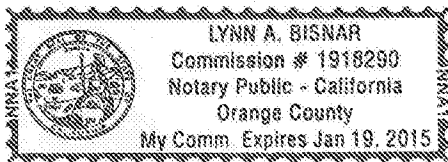
STATE OF CALIFORNIA }
COUNTY } ss:
~~CITY OF~~ ORANGE }

On this 7th day of January, 2015, before me, a Notary Public, personally appeared Josh D. Bradbury, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he ~~has~~ executed the same in his ~~her~~ authorized capacity, and that by his ~~her~~ 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.

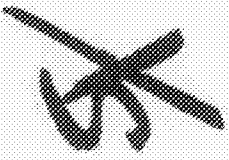
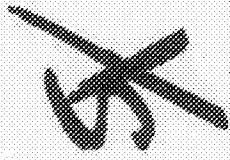
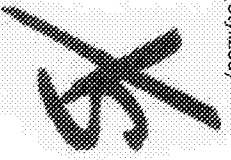
[Signature]
Notary Public in and for said City and State
County

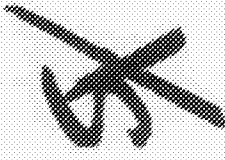
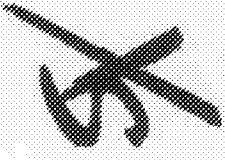
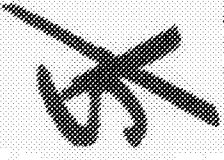
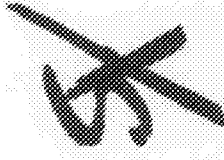
My Commission Expires Jan. 19, 2015

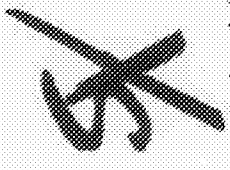
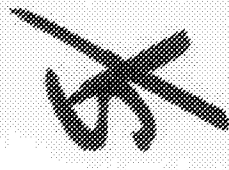
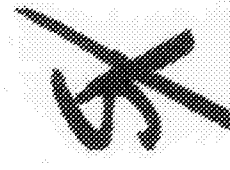
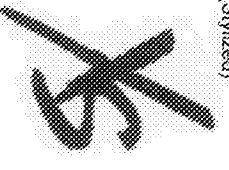
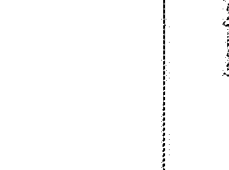


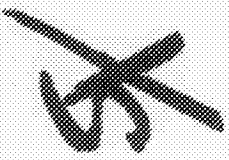
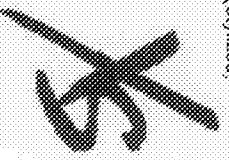
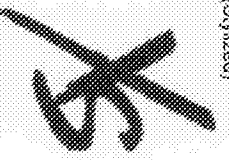
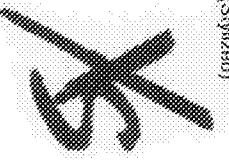
Schedule A
 Trademarks from XS ENERGY, LLC to ALLIOPR INC.
 January 6, 2015

Mark	Owner Name	Country	Goods/Description	Status	Application No.	Filing Date	Registration No.	Registration Date	Action Due
XS	XS Energy, LLC	ARGENTINA	05 - Flavored dietary supplement energy drinks; sports nutritional supplements; dietary food supplements; dietary drink mixes for use as a meal replacement; meal drinks; meal replacement powders	REGISTERED	2,541,203	09/14/2004	2,081,374	04/28/2006	04/28/2016 RENEWAL 04/28/2018 AFFIDAVIT OF USE
XS	XS Energy, LLC	ARGENTINA	29 - PROTEIN BASED SNACK BARS.	REGISTERED	2,671,077	09/17/2006	2,171,812	07/26/2007	07/26/2017 RENEWAL 07/28/2017 AFFIDAVIT OF USE
XS	XS Energy, LLC	ARGENTINA	30 - Chewing gum	REGISTERED	2,671,076	09/17/2006	2,171,813	07/28/2007	07/28/2017 RENEWAL 07/28/2017 AFFIDAVIT OF USE
XS (Stylized)	XS Energy, LLC	ARGENTINA	05 - Flavored dietary supplement energy drinks; sports nutritional supplements; dietary food supplements; dietary drink mixes for use as a meal replacement; meal replacement drinks; meal replacement powders,	REGISTERED	2,541,201	09/14/2004	2,081,373	04/28/2006	04/28/2016 RENEWAL 04/28/2108 AFFIDAVIT OF USE
XS (Stylized)	XS Energy, LLC	ARGENTINA	29 - Protein based snack bars	REGISTERED	2,671,080	09/17/2006	2,171,814	07/26/2007	07/26/2017 RENEWAL.

Mark	Owner Name	Country	Goods/Description	Status	Application No.	Filing Date	Registration No.	Registration Date	Action Due
									07/26/2017 AFFIDAVIT OF USE
XS (Sv/ized)	XS Energy, LLC	ARGENTINA	30 - Chewing gum	REGISTERED	2,671,091	06/17/2006	2,471,815	07/26/2007	07/26/2017 RENEWAL 07/26/2017 AFFIDAVIT OF USE
									
XS	XS Energy, LLC	BRAZIL	25 - Clothing, namely, t-shirts, caps and jackets	PENDING	828,279,977	06/09/2006			01/04/2015 STATUS CHECK
XS (Sv/ized)	XS Energy, LLC	BRAZIL	25 - Clothing, namely, t-shirts, caps and jackets.	PENDING	828,279,918	06/09/2006			01/05/2015 STATUS CHECK
									
X COLA	XS Energy, LLC	CANADA	N/A - Soft drinks	REGISTERED	1,063,998	06/20/2006	583,833	06/16/2003	06/16/2018 RENEWAL
X SODA	XS Energy, LLC	CANADA	N/A - Soft drinks	REGISTERED	1,070,585	06/11/2006	583,881	06/17/2003	06/17/2018 RENEWAL
XS (Sv/ized)	XS Energy, LLC	CANADA	N/A - Dietary supplement energy drinks	REGISTERED	1,160,402	11/27/2002	631,337	01/27/2005	01/27/2020 RENEWAL

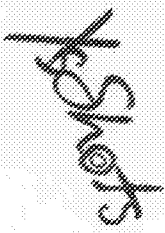
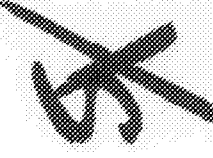
Mark	Owner Name	Country	Goods/Description	Status	Application No.	Fee Date	Registration No.	Registration Date	Renewal Date
									
XS POWER DRINK	XS Energy, LLC	CANADA	M/A - Dietary supplement energy drinks	REGISTERED	1,163,482	12/24/2002	811,308	05/27/2004	05/27/2019 RENEWAL
									
XS (Stylized)	XS Energy, LLC	CHINA	05 - Sports nutritional supplements; dietary food supplements; dietary drink mixes for use as a meal replacement; meal replacement drinks; meal replacement powders.	REGISTERED	3,827,356	12/03/2003	3,827,356	04/28/2006	04/27/2016 RENEWAL
									
XS (Stylized)	XS Energy, LLC	CHINA	29 - Protein based nutritional food not for medical use; chewing gums	REGISTERED	3,827,357	12/03/2003	3,827,357	09/28/2005	09/27/2015 RENEWAL
									
XS (Stylized)	XS Energy, LLC	CHINA	30 - Chewing gum.	REGISTERED	3,827,356	12/03/2003	3,827,356	09/28/2005	09/27/2015 RENEWAL

Mark	Owner Name	Country	Goods/Description	Status	Application No.	Filing Date	Registration No.	Registration Date	Action Due
	XS Energy, LLC	CHINA	32 - Non-alcoholic, non-carbonated sports drinks and powder for making the same.	REGISTERED	3,827,355	12/03/2003	3,827,355	08/21/2009	08/20/2019 RENEWAL
	XS Energy, LLC	JAPAN	32 - Beer, soft drinks, fruit juices, vegetable juices, wine beverages, non-alcohol and fruit flavored dietary and energy supplement drinks, extracts of hops for making beer.	REGISTERED	2001-073516	08/10/2001	4,585,530	07/12/2002	07/12/2022 RENEWAL
	XS Energy, LLC	RUSSIA, FEDERATION OF	05 - Nutritional supplements for medical purposes; sports nutritional supplements; dietary food supplements; dietary drink mixes for use as a meal replacement; meal powders	REGISTERED	2008710817	04/25/2008	327,308	05/30/2007	04/25/2016 RENEWAL
	XS Energy, LLC	RUSSIA, FEDERATION OF	29 - Nutritious foodstuffs with high content of protein; protein based snack bars.	REGISTERED	2008710819	04/25/2008	332,634	08/30/2007	04/25/2016 RENEWAL
	XS Energy, LLC	RUSSIA, FEDERATION OF	32 - Non-alcoholic, non-carbonated sports drinks and	REGISTERED	2008710821	04/25/2008	326,297	06/18/2007	04/25/2016 RENEWAL

Mark	Owner Name	Country	Goods/Description	Status	Application No.	Fee Date	Registration No.	Registration Class	Action Due
	XS Energy, LLC	SOUTH AFRICA	powder for making the same.	REGISTERED	2006/26738	11/07/2006	2006/26738	06/10/2011	11/07/2016 RENEWAL
	XS Energy, LLC	SOUTH AFRICA	05 - Dietetic substances adapted for medical use, sports nutritional supplements; dietary food supplements; dietary drink mixes	REGISTERED	2006/26737	11/07/2006	2006/26737	06/10/2011	11/07/2016 RENEWAL
	XS Energy, LLC	SOUTH AFRICA	29 - Protein for human consumption; preserved, dried and cooked fruits and vegetables; snack foods; protein based snack bars	REGISTERED	2006/26738	11/07/2006	2006/26738	06/10/2011	11/07/2016 RENEWAL
	XS Energy, LLC	THAILAND	05 - Sports nutritional supplements	REGISTERED	617 024	02/08/2006	Ko248786	02/06/2006	02/06/2015 RENEWAL

Mark	Owner Name	Country	Goods/Description	Status	Application No.	File Date	Registration No.	Registration Date	Action Due
XS			adapted for medical purposes, dietary food supplements adapted for medical purposes, dietary drink mixes for use as a meal replacement adapted for medical purposes, meal replacement powders adapted for medical purposes.						
XS (Stylized)	XS Energy, LLC	THAILAND	25 - Upper outer garments (not being inner garments or sports garments) under upper garments, pants (not being inner garments or sports upper garments, under garments, under pants, sports pants, underwear, sleepwear, dresses, suits, skirts, t-shirts, caps/hats, jackets.	REGISTERED	617,025	02/06/2006	Ko/248767	02/06/2006	02/06/2016 RENEWAL
XS									
XS (Stylized)	XS Energy, LLC	THAILAND	29 - Protein based snacks bars for human consumption and not for medical purposes.	REGISTERED	617,026	02/06/2006	Ko/260272	02/06/2006	02/06/2016 RENEWAL
XS									
XS (Stylized)	XS Energy, LLC	THAILAND	32 - Non-alcoholic, non-carbonated health revitalizing drinks, powder for making non-alcoholic, non-	REGISTERED	617,027	02/06/2006	Ko/265831	02/06/2006	02/06/2016 RENEWAL

MARK	Owner Name	Country	Goods/Description	Status	Application No.	Filing Date	Registration No.	Registration Date	Action Due
XS			carbonated health revitalizing drinks.						
XS	XS Energy, LLC	UNITED STATES	05 - Sports nutritional supplements, dietary food supplements; meal replacement drinks; meal replacement powders	REGISTERED	78354,481	01/20/2004	3,568,574	01/27/2005	01/27/2015 8/15 DEADLINE RENEWAL
XS	XS Energy, LLC	UNITED STATES	32 - Energy drinks	REGISTERED	86141,669	12/12/2013	4,579,607	08/06/2014	08/06/2020 8/15 DEADLINE RENEWAL
XS (Swized)	XS Energy, LLC	UNITED STATES	05 - Fruit flavored dietary supplement energy drinks	REGISTERED	78227,751	03/21/2001	2,826,958	03/30/2004	03/30/2024 RENEWAL
XS									
XS ENERGY SHOT	XS Energy, LLC	UNITED STATES	32 - Non-alcoholic beverages, namely, energy drinks	REGISTERED	77810,124	08/21/2009	4,032,123	09/27/2011	09/27/2017 8/15 DEADLINE RENEWAL
XS SHOTS	XS Energy, LLC	UNITED STATES	32 - Non-alcoholic beverages, namely, energy drinks	REGISTERED	77809,801	08/21/2009	3,887,504	12/07/2010	12/07/2016 8/15 DEADLINE RENEWAL

Mark	Owner Name	Country	Goods/Services	Status	Application No.	Filing Date	Registration No.	Registration Date	Action Due
	XS Energy, LLC	UNITED STATES	32 - Non-alcoholic beverages, namely, energy drinks	REGISTERED	77/808,473	08/19/2009	3,887,492	12/07/2010	12/07/2016 8/15 DEADLINE RENEWAL
	XS Energy, LLC	UNITED STATES	32 - Energy drinks	REGISTERED	86/141,871	12/12/2013	4,612,741	08/30/2014	09/30/2020 8/15 DEADLINE 09/30/2024 RENEWAL

TRADEMARK

REEL: 005440 FRAME: 0805