

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDport LLC		03/02/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Fit & Fresh, Inc.		
Street Address:	201 W. 103rd Street, Ste. 200		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	1090565	POCKET-PACK	
Registration Number:	1080388	VITA MINDER	
Registration Number:	1127543	THE VITAMIN CHEST	
Registration Number:	1980929	MEDPORT	
Registration Number:	3587967	FIT & FRESH	
Registration Number:	3587968	FIT & FRESH	
Registration Number:	3587969	FIT & FRESH	
Registration Number:	3513554	SMART PORTION	
Registration Number:	3488169	LIV FIT & FRESH PURE	
Registration Number:	3878416	POD	
Registration Number:	3621799	LIV PURE	
Registration Number:	3679620	FIT & FRESH	
Registration Number:	3874868	CLEANTEK	
Registration Number:	3506348	FIT & FRESH	
Registration Number:	3121829	FIT & FRESH	
Registration Number:	3309945	FIT & HEALTHY	
Registration Number:	4026854	FIT FRESH	
Registration Number:	4026855	FIT FRESH MAKE EVERY DAY BETTER	
Registration Number:	4123230	DUAL TOOL	
TRADEMARK			

OP \$990.00 1090565

Property Type	Number	Word Mark
Registration Number:	4173848	FIT FRESH DUAL TOOL UTENSIL SET
Registration Number:	4238788	FRESH STARTS
Registration Number:	4238793	FRESH STARTS
Registration Number:	4239058	LUNCH LAUNCHERS
Registration Number:	4339648	DIP N' DUNK
Registration Number:	4347626	L.O.T.G.
Registration Number:	4343579	FRESH SELECTS
Registration Number:	4343820	JAXX
Serial Number:	85708956	THERMACOLD
Registration Number:	4334947	COOL COOLERS
Registration Number:	4539676	STAK PAK
Serial Number:	85914552	JAXX MIXER
Registration Number:	4459245	FIT & HEALTHY
Registration Number:	4653916	YUM BUDDIES
Registration Number:	4543430	MEN AT LUNCH
Registration Number:	4642482	AIRGEL3
Serial Number:	86296366	JAXX
Serial Number:	86418048	FIT 4 LUNCH
Serial Number:	86499472	SANDWICH & SNACK PAKS
Serial Number:	86538890	SMART STYLE COLLECTION

CORRESPONDENCE DATA

Fax Number: 3175925453

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: (317) 236-2424

Email: ipdocket@icemiller.com

Correspondent Name: Michael Leinauer, Ice Miller LLP

Address Line 1: One American Sq., Ste. 2900

Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Michael Leinauer
SIGNATURE:	/Michael J.A. Leinauer/
DATE SIGNED:	03/04/2015

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of this 2nd day of March, 2015 (the "Effective Date"), is by and between Fit & Fresh, Inc., an Indiana corporation ("Assignee"), and MEDport LLC, a Rhode Island limited liability company ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor and the members of Assignor party thereto (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to its trademarks, and Assignee desires to acquire such trademarks, together with the goodwill symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor and Assignee hereby agree as follows:

ARTICLE I AGREEMENT

Section 1.01. Assignment of Trademarks. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby (the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past, present or future infringements of the Assigned Trademarks. Subject to Section 1.02, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.

Section 1.02. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

Section 1.03. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall

reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

Section 1.04. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. This Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

Section 1.05. Successors and Assigns. The provisions of this Assignment shall bind Assignor and its successors and permitted assigns and inure to the benefit of Assignee and its successors and permitted assigns.

Section 1.06. Interpretation. Titles and headings to articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment. This Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 1.07. Execution in Counterparts. This Assignment may be executed and delivered in two (2) original, PDF or facsimile counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document.

Section 1.08. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to conflict of laws principles of any jurisdiction.

[Signature Page Follows]

Schedule A

TRADEMARKS

Mark	Country of Registration	Serial Number	Reg. Number	Live/Dead
POCKET-PACK	U.S.	73/101,632	1,090,565	LIVE
VITA MINDER	U.S.	73/102,434	1,080,388	LIVE
THE VITAMIN CHEST	U.S.	73/165,979	1,127,543	LIVE
MEDPORT (DESIGN)	U.S.	74/680,057	1,980,929	LIVE
FIT & FRESH	U.S.	77/204,409	3,587,967	LIVE
FIT & FRESH	U.S.	77/204,412	3,587,968	LIVE
FIT & FRESH	U.S.	77/204,418	3,587,969	LIVE
SMART PORTION	U.S.	77/210,902	3,513,554	LIVE
LIV FIT & FRESH PURE (DESIGN)	U.S.	77/374,159	3,488,169	LIVE
POD	U.S.	77/400,027	3,878,416	LIVE
LIV PURE (DESIGN)	U.S.	77/442,394	3,621,799	LIVE
FIT & FRESH	U.S.	77/679,151	3,679,620	LIVE
CLEANTEK	U.S.	77/915,856	3,874,868	LIVE
FIT & FRESH	U.S.	77/975,855	3,506,348	LIVE-TBA
FIT & FRESH	U.S.	78/481,842	3,121,829	LIVE
FIT & HEALTHY	U.S.	78/943,297	3,309,945	LIVE
FIT FRESH (DESIGN)	U.S.	85/037,480	4,026,854	LIVE
FIT FRESH MAKE EVERY DAY BETTER (DESIGN)	U.S.	85/037,569	4,026,855	LIVE
DUAL TOOL	U.S.	85/280,143	4,123,230	LIVE
FIT FRESH DUAL TOOL UTENSIL SET (DESIGN)	U.S.	85/281,312	4,173,848	LIVE
FRESH STARTS	U.S.	85/390,072	4,238,788	LIVE
FRESH STARTS (DESIGN)	U.S.	85/390,530	4,238,793	LIVE
LUNCH LAUNCHERS	U.S.	85/446,379	4,239,058	LIVE

DIP N' DUNK	U.S.	85/539,748	4,339,648	LIVE
L.O.T.G.	U.S.	85/541,287	4,347,626	LIVE
FRESH SELECTS	U.S.	85/551,311	4,343,579	LIVE
JAXX	U.S.	85/582,068	4,343,820	LIVE
THERMACOLD	U.S.	85/708,956		DEAD
COOL COOLERS	U.S.	85/756,506	4,334,947	LIVE
STAK PAK (DESIGN)	U.S.	85/876,382	4,539,676	LIVE
JAXX MIXER	U.S.	85/914,552		DEAD
FIT & HEALTHY	U.S.	85/966,351	4,459,245	LIVE
YUM BUDDIES	U.S.	86/049,206	4,653,916	LIVE
MEN AT LUNCH	U.S.	86/101,468	4,543,430	LIVE
AIRGEL3 (DESIGN)	U.S.	86/126,479	4,642,482	LIVE
JAXX	U.S.	86/296,366		LIVE
FIT 4 LUNCH	U.S.	86/418,048		LIVE
SANDWICH & SNACK PAKS	U.S.	86/499,472		LIVE
VITA MINDER	Canada	420,908	234,136	LIVE
MEDPORT	Canada	843,162	526,751	LIVE
FIT & FRESH	South Africa	2008/20362	2008/20362	LIVE
SMART PORTION	South Africa	2008/20363	2008/20363	LIVE
MEDPORT (DESIGN)	Japan	116355/2000		abandoned
FIT & FRESH	Australia	1648705	(filed 9-24-14)	
FIT & FRESH	Canada	1693725	(filed 9-12-14)	
FIT & FRESH	Mexico	1547275	(filed 11-10-14)	
FIT & FRESH	Mexico	1547276	(filed 11-10-14)	
FIT & FRESH	New Zealand	1007483	(filed 10-23-14)	
SMART STYLE COLLECTION	U.S.	86/538,890	(filed 2-18-15)	
LUNCH PAK CARRIER	U.S.	Common Law Mark – Not		

		Registered		
LITTLE DIPPER	U.S.	Common Law Mark – Not Registered		
CAFÉ PORTIONS	U.S.	Common Law Mark – Not Registered		
THERMAFOIL	U.S.	Common Law Mark – Not Registered		
GET JACKED WITH JAXX	U.S.	Common Law Mark – Not Registered		
BACK TO PRESCHOOL	U.S.	Common Law Mark – Not Registered		
MEAL 2 GO	U.S.	Common Law Mark – Not Registered		
BLOCK BUDDIES	U.S.	Common Law Mark – Not Registered		
YUM BUDDIES	U.S.	Common Law Mark – Not Registered		
ADULT INSUL LUNCH BAGS	U.S.	Common Law Mark – Not Registered		