

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bodybuilding.com		02/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Be Powerful		
Street Address:	3149 SW 42nd Street, Suite 200		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33312		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74338462	VORTEX	
Registration Number:	1786455	VORTEX	
CORRESPONDENCE DATA			
Fax Number:	3053727475		
<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:	3053727474		
Email:	mmartucci@careyrodriguez.com		
Correspondent Name:	John C. Carey, Esq.		
Address Line 1:	1395 Brickell Avenue, Suite 700		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Ernesto M. Rubi		
SIGNATURE:	/Ernesto M. Rubi/		
DATE SIGNED:	03/20/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is dated as of February 26, 2015 ("Effective Date"), by and between Bodybuilding.com, LLC, a Delaware limited liability company having an address of 5777 N. Meeker Avenue, Boise, Idaho 83713 ("Assignor"), and Be Powerful, LLC, a Florida limited liability company having an address of 3149 SW 42nd St, Suite #200, Hollywood, FL 33312 ("Assignee").

Recitals

- A. Assignor had owned all right, title and interest in and to the trademarks set forth in Schedule I 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 Trademark");
- B. The Assigned Trademark was cancelled by the U.S. Patent and Trademark Office on October 20, 2014_ and as a result, Assignor makes no representation herein as to its current ownership rights in the Assigned Trademark;
- C. Assignor wishes to assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest, if any, in and to the Assigned Trademark; and
- D. Assignee and Assignor desire to record the assignment set forth in this Assignment with any respective 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.
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, if any, in, to, and under the Assigned Trademark and all registrations and applications for registration thereof and all common law rights with respect thereto, if any Assigned Trademark, including any and all benefits, privileges, causes of action, and remedies relating to the Assigned Trademark, 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 Trademark, (c) to any and all licenses or other similar contractual rights for the Assigned Trademark, (d) to grant licenses or other interests in the Assigned Trademark, (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 Trademark, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademark.

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. No Warranty. Assignor makes no representations or warranties as to the ownership rights or the nature of any ownership rights in the Assigned Trademark, if any, that are being assigned by Assignor.

5. 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.

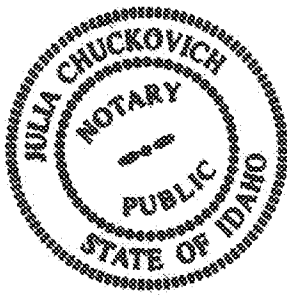
ASSIGNOR:

Bodybuilding.com, LLC

By: _____
Name: Bill Carter
Title: VP, General Counsel & Secretary

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

The foregoing Assignment was acknowledged before me this 27th day of January, 2015 by Bill Carter, the VP, General Counsel & Secretary of Bodybuilding.com, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.



Milla Chuckovich

NOTARY PUBLIC, STATE OF IDAHO
Exp. 5/5/17

(Print, Type or Stamp Commissioned Name of Notary Public)

ASSIGNEE:

Be Powerful LLC

By: _____

Name: Derek Ettinger

Title: CEO

STATE OF Florida)

COUNTY OF Broward) ss:

The foregoing Assignment was acknowledged before me this 26 day of February, 2015 by Derek Ettinger, the CEO 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 _____ (type of identification) as identification.



Rose Mary Colon
NOTARY PUBLIC, STATE OF Florida
Rosemary Colon
(Print, Type or Stamp Commissioned Name of Notary Public)

Schedule 1

Assigned Trademark

Mark	Country	App. No. Reg. No.	Date Filed Date Registered	Goods/Services
VORTEX	United States	App: 74338462 Reg: 1786455	Filed: 12/9/1992 Reg: 08/10/1993	Class 005: Vitamin and food supplements.