

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM337289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/31/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest Apparel, LLC		03/31/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Quest Nutrition, LLC		
Street Address:	2233 E. El Segundo Boulevard		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4658620	QUEST APPAREL	
Serial Number:	86243326	D1	
CORRESPONDENCE DATA			
Fax Number:	8189964204		
<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:	8189962255		
Email:	max@sprecherlaw.com		
Correspondent Name:	Max Sprecher		
Address Line 1:	5850 Canoga Avenue		
Address Line 2:	4th Floor		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
NAME OF SUBMITTER:	Max J Sprecher attorney of record		
SIGNATURE:	/max j sprecher/		
DATE SIGNED:	04/03/2015		
Total Attachments: 11			
source=2015-04-03-Notarized Trademark Assignment-Quest Apparel Marks Assigned to Quest Nutrition#page1.tif			
source=2015-04-03-Notarized Trademark Assignment-Quest Apparel Marks Assigned to Quest Nutrition#page2.tif			

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TRADEMARK ASSIGNMENT NUNC PRO TUNC

This Trademark Assignment ("Assignment"), made effective as of December 31, 2014 (the "Effective Date"), is by and among Thomas Bilyeu, an individual with an address of 5767 WEST 75TH ST ("Bilyeu"), Michael Osborn, an individual with an address of 6571 FIEBERLAND ST ("Osborn"), Ronald Penna, an individual with an address of 10825 QUEENSLAND ("Penna") and Michael Veni, an individual with an address of 305 LAUREL DR ("Veni") in their capacities as individuals and as members of Quest Apparel, LLC, a California limited liability company for its behalf ("Quest Apparel"; Bilyeu, Osborn, Penna and Veni, together in all capacities are "Assignors") on the one hand; and Quest Nutrition, LLC, a California limited liability company with a place of business at 2233 E. El Segundo Boulevard, El Segundo, CA 90245 ("Assignee") on the other hand.

WHEREAS, Quest Apparel is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto (the "Trademarks"), and in affiliation with Quest Nutrition has used and continues to use and to develop products to be offered under the Trademarks;

WHEREAS, Assignors have elected to dissolve Quest Apparel and transfer all assets, including the Trademarks, all ongoing business, and all goodwill therein and thereto to Assignee;

WHEREAS, Assignors each desire to assign, transfer, convey and deliver to Assignee, and Assignee desires to acquire and accept the Trademarks identified on Schedule A; and

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, the parties agree as follows:

1. Assignment. Assignors hereby irrevocably convey, transfer, deliver and assign to Assignee, its successors and assigns, all of Assignors' worldwide right, title and interest in and to the Trademarks identified on Schedule A (together with all goodwill symbolized thereby), the ongoing and existing business of Assignors relating to or connected with the Trademarks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights in the Trademarks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the right to sue in Assignee's own name and recover for any past, present or future infringement or other violation of the Trademarks and all income, royalties and damages hereafter due or payable with respect to the Trademarks, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. Assignors agree that from time to time, at the reasonable request and expense of Assignee, they shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to perfect or record the rights granted hereunder in the Trademarks in any jurisdiction throughout the world). Assignors acknowledge and agree that Assignee or any of its successors, assigns or affiliated parties may

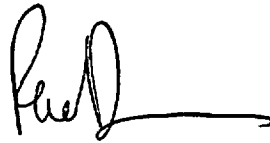
record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignors shall cooperate therewith, at the Assignee's expense. The Assignee hereby requests and the Assignors hereby grant to the Assignee and its successors and assigns, all rights necessary to record this Assignment or such documentation with the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world.

3. General.

- (a) Entire Agreement; Conflicting Provisions. This Assignment and all of the exhibits appended hereto constitute the final, complete and exclusive statement of the parties' agreement on the matters contained herein and supersedes all contemporaneous agreements, negotiations and understandings between the parties, both oral and written, including the Trademark Assignment – Nunc Pro Tunc between Quest Apparel LLC and Quest Nutrition LLC dated as of December 31, 2014 and executed by Bilyeu, Osborn, Penna and Veni, which the parties agree is void and of no effect.
- (b) Successors. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignors and their respective successors and permitted assigns.
- (c) Counterparts. The parties may execute this Assignment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission which includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.
- (d) Partial Invalidity. If any term, provision, covenant, or condition, or subpart thereof, in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all other provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and shall be construed in such a manner as gives full force and effect to the intent of the valid portions hereof.
- (e) Governing Law. The Laws of the State of Delaware (without reference to its principles of conflicts of law) shall govern the construction, interpretation and other matters arising out of or in connection with this Assignment and its schedules (whether arising in contract, tort, equity or otherwise).

Duly executed by the parties on the dates identified below.

[Remainder of Page Intentionally Left Blank]



Ronald Penna

Date: 3/31/2015

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF:

COUNTY OF:

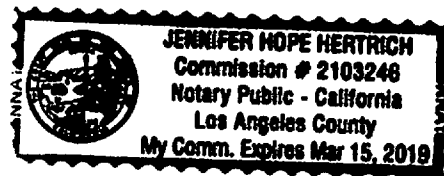
On 3/31/2015 before me, JENNIFER HOPE HERTRICH (the undersigned notary), personally appeared Ronald Penna personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

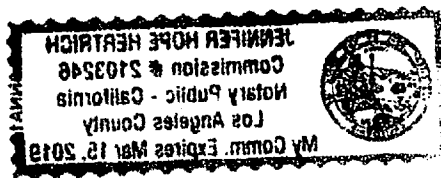
WITNESS my hand and official seal.

[seal]



Notary Public





Michael Veni

Michael Veni

Date: 4/3/2015

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF:

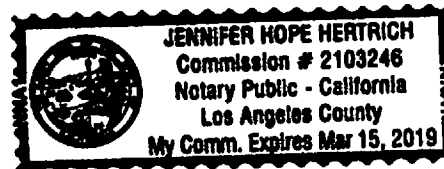
COUNTY OF:

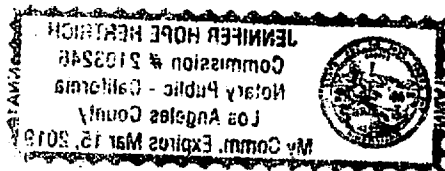
On 4/3/15 before me, JENNIFER HOPE HERTRICH (the undersigned notary), personally appeared Michael Veni personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[seal]

Jennifer Hope Hertrich
Notary Public







Thomas Bilyeu

Date: 4/1/2015

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF:

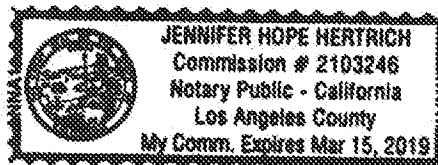
COUNTY OF:

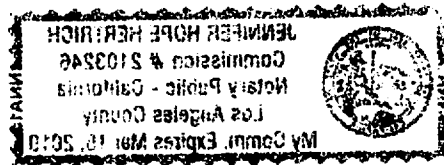
On 4/1/2015 before me, JENNIFER HOPE HERTRICH (the undersigned notary), personally appeared Thomas Bilyeu personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

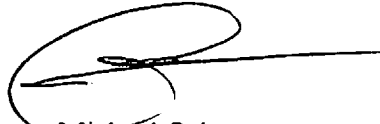
WITNESS my hand and official seal.

[seal]

Notary Public






Michael Osborn

Date: 3/31/2015

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF:

COUNTY OF:

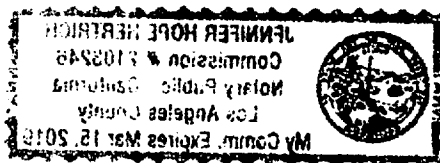
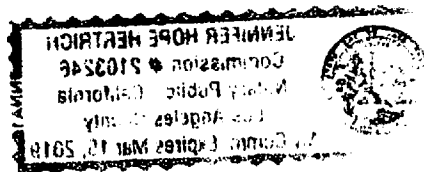
On 3/31/2015 before me, JENNIFER HOPE HERTRICH (the undersigned notary), personally appeared Michael Osborn personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[seal]


Notary Public





SCHEDULE A

Trademarks

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Filing Date)
D1	U.S.	(86/243,326)	(April 4, 2014)
QUEST APPAREL	U.S.	4,658,620	December 23, 2014