

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/03/2014
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trigger Point Performance, Inc.	FORMERLY Trigger Point Technologies, LLC	10/03/2014	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Implus Footcare, LLC
Street Address:	2001 TW Alexander Drive, Box 13925
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4723806	ACUGRIP
Registration Number:	4248733	DISTRODENSITY
Registration Number:	4443858	GRID
Registration Number:	4723805	NANO
Registration Number:	4723803	STK
Registration Number:	4236393	THERAPY-X
Registration Number:	3712930	TRIGGERPOINT PERFORMANCE THERAPY
Registration Number:	4723804	T-ROLLER
Registration Number:	3594291	
Serial Number:	86392607	LEARN MORE MOVE BETTER
Serial Number:	86256465	

CORRESPONDENCE DATA

Fax Number:

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.

Email: bryce.maynard@bipc.com

Correspondent Name: Bryce J. Maynard

TRADEMARK

Address Line 1: 1737 King Street Suite 500
Address Line 2: Buchanan Ingersoll & Rooney PC
Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER: Bryce J. Maynard

SIGNATURE: /Bryce J. Maynard/

DATE SIGNED: 04/28/2015

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT (this "Assignment") is effective as of October 3, 2014 by and between Trigger Point Performance, Inc., a Texas corporation ("Assignor") and Implus Footcare, LLC, a Delaware limited liability corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Stock Purchase Agreement, dated October 3, 2014, pursuant to which Assignor became a wholly owned subsidiary of Assignee;

WHEREAS, prior to entering into the Stock Purchase Agreement, Assignor owned the trademark applications and registered trademarks set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, as part of the Stock Purchase Agreement, Assignor has assigned all of Assignor's right, title, and interest in and to the Assigned Marks to Assignee as of October 3, 2014;

WHEREAS, Assignor and Assignee desire to perfect said assignment and hereby confirm the transfer of the Assigned Marks to Assignee;

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

1. Assignor hereby sells, conveys, assigns and transfers to Assignee, nunc pro tunc as of October 3, 2014, all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill of the business symbolized thereby, free and clear of all encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their 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. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action, as may reasonably be necessary to give effect to the transactions contemplated by this Assignment.

3. This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of North Carolina, without giving effect to the conflict of laws rules thereof.

4. Assignor hereby requests the U.S. Commissioner for Trademarks to record this Assignment as to the Assigned Marks herein referred to.

5. This Assignment may be executed by digital or telephonic facsimile and in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment. A signed copy of this Assignment delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

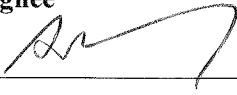
TRIGGER POINT PERFORMANCE, INC.
as Assignor

By: 

Name: SETH RICHARDS

Title: CEO

IMPLUS FOOTCARE, LLC
as Assignee

By: 

Name: SETH RICHARDS

Title: CEO

SCHEDULE I

U.S. Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ACUGRIP	86407057	26-SEP-2014	4723806	03-FEB-2015
DISTRODENSITY	85440295	05-OCT-2011	4248733	27-NOV-2012
GRID	85916740	27-APR-2013	4443858	03-DEC-2013
LEARN MORE MOVE BETTER	86392607	11-SEP-2014		
NANO	86407004	26-SEP-2014	4723805	03-FEB-2015
STK	86406927	26-SEP-2014	4723803	03-FEB-2015
THERAPY-X	85462942	02-NOV-2011	4236393	06-NOV-2012
TRIGGERPOINT PERFORMANCE THERAPY	77515018	03-JUL-2008	3712930	17-NOV-2009
T-ROLLER	86406985	26-SEP-2014	4723804	03-FEB-2015
(design only)	77514974	03-JUL-2008	3594291	24-MAR-2009
(design only)	86256465	18-APR-2014		