

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342366

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Woodbolt Distribution, LLC		06/30/2014	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Woodbolt Distribution, LLC		
<b>Doing Business As:</b>	Nutrabolt		
<b>Street Address:</b>	3891 S. Traditions Drive		
<b>City:</b>	Bryan		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77807		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 67</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86027949	CELLUCOR ALPHA-AMINO	
<b>Serial Number:</b>	86299218	CELLUCOR P6	
<b>Serial Number:</b>	86299277	P6	
<b>Serial Number:</b>	86242938	C4 EXTREME	
<b>Serial Number:</b>	86242935	C4	
<b>Serial Number:</b>	86176283	VOLT	
<b>Serial Number:</b>	86261530	ROYAL SPORT ULTRA CLEAN 100	
<b>Serial Number:</b>	86181228	EROS FIRE	
<b>Serial Number:</b>	86181201	EROS DESIRE	
<b>Serial Number:</b>	86168394	NUTRABOLT LABS	
<b>Serial Number:</b>	86168354	NUTRABOLT LABS	
<b>Serial Number:</b>	86168344	NUTRABOLT LABS	
<b>Serial Number:</b>	86168330	NUTRABOLT LABS	
<b>Serial Number:</b>	86168308	NUTRABOLT LABS	
<b>Serial Number:</b>	86168277	NUTRABOLT LABS	
<b>Serial Number:</b>	86168244	NUTRABOLT LABS	
<b>Serial Number:</b>	86164249	NUTRABOLT	
<b>Serial Number:</b>	86164212	NUTRABOLT	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	86164198	NUTRABOLT
Serial Number:	86164167	NUTRABOLT
Serial Number:	86164088	NUTRABOLT
Serial Number:	86164020	NUTRABOLT
Serial Number:	86163986	NUTRABOLT
Serial Number:	86048519	3X LEUCINE MATRIX
Serial Number:	86027939	COR-SPORT
Serial Number:	85848592	MIGHTEE VITEE
Serial Number:	85692477	CELLUCOR COR-ESSENTIALS
Serial Number:	85692407	CELLUCOR COR-SERIES
Serial Number:	85974446	COR-FOUNDATION
Serial Number:	85974426	FOUNDATION SERIES
Serial Number:	85974175	CELLUCOR
Serial Number:	85942489	SUPER SPORT
Serial Number:	85878353	COR-PERFORMANCE A-AMINO
Serial Number:	85836307	NUVITA GLOBAL
Serial Number:	85836298	NUVITA NUTRITIONAL LIFE SCIENCES
Serial Number:	85836279	NUVITA
Serial Number:	85826436	ROYAL SPORT
Serial Number:	85821116	TRUFACTS
Serial Number:	85820820	NEON SPORT INTERCEPT
Serial Number:	85820300	NEON SPORT SURGE
Serial Number:	85820288	NEON SPORT KINETIC
Serial Number:	85820276	NEON SPORT VOLT
Serial Number:	85815433	M5 RELOADED
Serial Number:	85815232	BE CAVALIER
Serial Number:	85810340	CAVALIER
Serial Number:	85726256	NEON SPORT
Serial Number:	85692319	COR-PERFORMANCE B-BCAA
Serial Number:	85677846	COR-PERFORMANCE
Serial Number:	85652243	CREASORB
Serial Number:	85626142	CLK
Serial Number:	85596437	CELLUCOR PERFORMANCE ESSENTIALS
Serial Number:	85522499	SUPERHD
Serial Number:	85210273	CELLUCOR C4 EXTREME
Serial Number:	85118922	L2 EXTREME
Serial Number:	85118901	CELLUCOR
Serial Number:	78261366	EXTREME P6

Property Type	Number	Word Mark
Serial Number:	77913893	MICROPRO - XR
Serial Number:	77893545	BECAUSE RESULTS MATTER
Serial Number:	77875747	D4 EXTREME
Serial Number:	77836983	MS1 EXTREME
Serial Number:	77798330	M5 EXTREME
Serial Number:	77798312	R3 EXTREME
Serial Number:	77737308	WS1 EXTREME
Serial Number:	77735793	D4 THERMAL SHOCK
Serial Number:	77682920	T7 EXTREME
Serial Number:	86265677	SIEGE
Serial Number:	86325799	L2

**CORRESPONDENCE DATA**

Fax Number: 5168808483

*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: 516-880-8484

Email: cspierer@harrisbeach.com

Correspondent Name: Craig M. Spierer

Address Line 1: 333 Earle Ovington Blvd.

Address Line 2: Suite 901

Address Line 4: Uniondale, NEW YORK 11553

ATTORNEY DOCKET NUMBER:	276797
NAME OF SUBMITTER:	Craig M. Spierer
SIGNATURE:	/craigspierer/
DATE SIGNED:	05/26/2015

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT is made, executed and delivered by the undersigned Woodbolt Distribution, LLC, a Texas Limited Liability Company with a business address of 3891 S. Traditions Drive, Bryan, Texas 77807 (hereinafter referred to as "Assignor") to Woodbolt Distribution, LLC d/b/a Nutrabolt, a Delaware limited liability company with an address at 3891 S. Traditions Drive, Bryan, Texas 77807 (hereinafter referred as "Assignee"), effective as of the date of the execution below.

WHEREAS, the Assignor is the owner of the U.S. trademarks listed on Schedule 1 attached hereto (collectively the "Woodbolt Marks");

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the Woodbolt Marks;

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in said trademark application together with the goodwill symbolized by the Woodbolt Marks, if any;

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license to other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor thereby possesses the full right to convey such rights and property;

WHEREAS, the Assignor represents and warrants that (a) It is the true and beneficial owner of the Woodbolt Marks and that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor hereby possesses the full right to convey the entire right, title and interest in the Woodbolt Marks as assigned herein; (b) It has not sold, transferred or assigned the Woodbolt Marks to any third party and that they will not take any action, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein; (c) To the best of Assignor's knowledge there are no approvals, authorizations, registrations, consents or other action of or filing with any court, administrative agency or other governmental authority which is required for the execution and delivery of this Assignment; and (d) The person(s) executing this Assignment has been duly authorized by the Assignor to execute this Assignment on behalf of Assignor, and Assignor has the full right, power and authority to execute and deliver this Assignment and all the related documents to be executed and delivered hereunder as well as to consummate the transactions contemplated hereby and thereby which is not a breach of any other agreement.

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the Woodbolt Marks as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, in consideration of the amounts paid pursuant to the

License Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignee's right, title and interest in said trademark application together with all of the goodwill of the business in connection with the Woodbolt Marks and with the full right to sue in law or equity, in order to protect the Woodbolt Marks and the right to recover for any past or future infringement of the Woodbolt Marks and any and all other rights and remedies associated with the use, ownership and registration of the Woodbolt Marks throughout the world.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, HARRIS BEACH PLLC, 333 Earle Ovington Blvd., Suite 901, Uniondale, New York 11553 Attn: Craig M. Spierer, Esq., email cspierer@harrisbeach.com, regarding any matter relating to the prosecution, alteration or amendment of the Woodbolt Marks.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by an officer thereof, duly authorized, this 30<sup>th</sup> day of June, 2014.

Woodbolt Distribution, LLC

By: Doss Cunningham, CEO

SCHEDULE 1  
List of Trademarks

Trademark	Serial Number
CELLUCOR ALPHA-AMINO	86/027,949
CELLUCOR P6	86/299,218
P6	86/299,277
C4 EXTREME	86/242,938
C4	86/242,935
VOLT	86/176,283
ROYAL SPORT ULTRA CLEAN 100	86/261,530
EROS FIRE	86/181,228
EROS DESIRE	86/181,201
NUTRABOLT LABS	86/168,394
NUTRABOLT LABS	86/168,354
NUTRABOLT LABS	86/168,344
NUTRABOLT LABS	86/168,330
NUTRABOLT LABS	86/168,308
NUTRABOLT LABS	86/168,277
NUTRABOLT LABS	86/168,244
NUTRABOLT	86/164,249
NUTRABOLT	86/164,212
NUTRABOLT	86/164,198
NUTRABOLT	86/164,167
NUTRABOLT	86/164,088
NUTRABOLT	86/164,020
NUTRABOLT	86/163,986
3X LEUCINE MATRIX	86/048,519
COR-SPORT	86/027,939
MIGHTEE VITEE	85/848,592
CELLUCOR COR-ESSENTIALS	85/692,477
CELLUCOR COR-SERIES	85/692,407
COR-FOUNDATION	85/974,446
FOUNDATION SERIES	85/974,426
CELLUCOR	85/974,175
SUPER SPORT	85/942,489
COR-PERFORMANCE A-AMINO	85/878,353
NUVITA GLOBAL	85/836,307
NUVITA	85/836,298
NUTRITIONAL LIFE SCIENCES	
NUVITA	85/836,279
ROYAL SPORT	85/826,436
TRUFACTS	85/821,116
NEON SPORT INTERCEPT	85/820,820
NEON SPORT SURGE	85/820,300
NEON SPORT KINETIC	85/820,288

NEON SPORT VOLT	85/820,276
M5 RELOADED	85/815,433
Be CAVALIER	85/815,232
CAVALIER	85/810,340
NEON SPORT	85/726,256
COR-PERFORMANCE B-BCAA	85/692,319
COR-PERFORMANCE	85/677,846
CREASORB	85/652,243
CLK	85/626,142
CELLUCOR PERFORMANCE ESSENTIALS	85/596,437
SUPERHD	85/522,499
CELLUCOR C4 EXTREME	85/210,273
L2 EXTREME	85/118,922
CELLUCOR	85/118,901
EXTREME P6	78/261,366
MICROPRO – XR	77/913,893
BECAUSE RESULTS MATTER	77/893,545
D4 EXTREME	77/875,747
MS1 EXTREME	77/836,983
M5 EXTREME	77/798,330
R3 EXTREME	77/798,312
WS1 EXTREME	77/737,308
D4 THERMAL SHOCK	77/735,793
T7 EXTREME	77/682,920
SIEGE	86/265,677
L2	86/325,799