

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Go Gung-Ho, LLC		01/02/2015	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	BR IP Holdings, LLC		
Street Address:	311 South Division Street		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89703		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4158939	GUNGHO	
Registration Number:	4165684	GUNGHO	
Registration Number:	4349696	GUNGHO	
Registration Number:	4349693	GUNGHO	
Registration Number:	4411457	GUNGHO	
Registration Number:	4349698	NINJA LIKE FOCUS	
Registration Number:	4418982	NINJA LIKE FOCUS	
Registration Number:	4498438	GET A NINJA KICK	
CORRESPONDENCE DATA			
Fax Number:	8015302966		
<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:	801-530-2900		
Email:	IP@mjstc.net		
Correspondent Name:	David R. Parkinson		
Address Line 1:	5742 West Harold Gatty Drive		
Address Line 4:	Salt Lake City, UTAH 84116		
ATTORNEY DOCKET NUMBER:	GO GUNG-HO TO BR IP HOLDI		
NAME OF SUBMITTER:	David R. Parkinson		

OP \$215.00 4158939

SIGNATURE:	/David R. Parkinson/
DATE SIGNED:	07/17/2015
Total Attachments: 4 source=Assignment Go Gung-Ho v. BR IP Holdings#page1.tif source=Assignment Go Gung-Ho v. BR IP Holdings#page2.tif source=Assignment Go Gung-Ho v. BR IP Holdings#page3.tif source=Assignment Go Gung-Ho v. BR IP Holdings#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement") is made as of January 2, 2015, by and between Go Gung-Ho, LLC, a Utah limited liability company ("Assignor") and BR IP Holdings, LLC, a Nevada limited liability company ("Assignee").

Assignor is the owner of the rights to use the names and/or trademarks "Gung-Ho", "Go Gung-Ho" and "Ninja Like Focus" (collectively, the "Name");

Pursuant to the Asset Purchase Agreement by and among Basic Research Intermediate, LLC (Assignee's parent), and Assignor (the "Asset Purchase Agreement"), Assignor shall transfer all of its rights in the Name to Assignee;

In consideration of the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Name and Assignee desires to accept such assignment.

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

1. Assignor, on behalf of itself and each of the Company Related Parties (as such term is defined in the Asset Purchase Agreement) (together with the Assignor, collectively, the "Assignor Parties"), does hereby sell, grant, convey and assign unto Assignee, its successors and assigns all of the Assignor Parties' rights, titles and interests in and to:

- a) the Name and all goodwill symbolized by and associated with the business conducted by the Assignor and the other Assignor Parties under such Name, which business is ongoing and existing, as well as any and all rights derived from the use of the Name, as well as the right to sue for past, present, and future infringement of the Name;
- b) the domain Names, source code and data related to the "gogungo.com", "gunghofocus.com" and "ninjaikix.com" websites, and Assignor will cause the change of registration thereof as directed by the Assignee; and
- c) each of the trademarks identified on Schedule A attached hereto.

2. Assignor agrees to execute such other documents as may be requested by Assignee to give effect to the terms of this Assignment Agreement.

3. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and remain in full force and effect. This Assignment Agreement is solely for the benefit of the parties hereto and no provision of this Assignment Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without referent to this Assignment Agreement.

4. This Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

5. This Assignment Agreement may be executed in two or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto execute this Intellectual Property Rights Assignment Agreement in multiple counterparts to be effective as of the date first set forth above.

ASSIGNOR:

COGENITO, LLC

By: DARGI Management, LLC, its sole member

By:  _____

Name: Bartel Mason

Title: Co-Manager

ASSIGNEE:

BRIP HOLDINGS, LLC

By: _____

Name: Leonard Lewis

Title: Vice President, Treasurer and Secretary

Signature Page to Intellectual Property Rights Assignment Agreement

11/11/2011

IN WITNESS WHEREOF, the parties hereto execute this Intellectual Property Rights Assignment Agreement in multiple counterparts to be effective as of the date first set forth above.

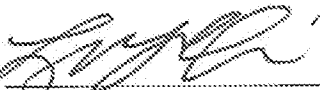
ASSIGNOR:

GO GUNG-HO, LLC

By: _____
Name: Daniel Mason
Title: Authorized Person

ASSIGNEE:

BR IP HOLDINGS, LLC

By:  _____
Name: LeGrand Lewis
Title: Vice President, Treasurer and Secretary

Signature Page to Intellectual Property Rights Assignment Agreement

Schedule A: Assigned Trademarks

Trademarks:

The Company owns and maintain eight trademarks registered with the USPTO:

- GUNGHO -- Registration No: 4158939
- GUNGHO -- Registration No: 4165684
- GUNGHO -- Registration No: 4349696
- GUNGHO -- Registration No: 4349693
- GUNGHO -- Registration No: 4411457
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