

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icebreaker Limited		06/24/2015	COMPANY: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	USA Nutraceuticals Group, Inc.		
Street Address:	3100 NW Boca Raton Boulevard		
Internal Address:	Suite 213		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3719344	BEAST	
CORRESPONDENCE DATA			
Fax Number:	3128847352		
<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:	312-327-3328		
Email:	trademark@amintalati.com		
Correspondent Name:	Ryan M. Kaiser		
Address Line 1:	55 West Monroe Street		
Address Line 2:	Suite 3400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	BEAST IC 25 ASSIGNMENT		
NAME OF SUBMITTER:	Ashley L. Nelson, Amin Talati & Upadhye		
SIGNATURE:	/Ashley L. Nelson/		
DATE SIGNED:	07/30/2015		
Total Attachments: 12			
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page1.tif			
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page2.tif			
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page3.tif			

OP \$40.00 3719344

source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page4.tif
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page5.tif
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page6.tif
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page7.tif
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page8.tif
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page9.tif
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page10.tif
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page11.tif
source=USA Nutraceuticals _Icebreaker Fully-Executed Assignment [BEAST]#page12.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Agreement**") is by and between Icebreaker Limited ("**Assignor**"), a New Zealand company located at Level 2, Lot 3, 130 Ponsonby Road, Grey Lynn, Auckland 1011, New Zealand and USA Nutraceuticals Group, Inc., ("**Assignee**") whose address is located at 3100 NW Boca Raton Boulevard, Suite 213, Boca Raton, Florida 33431 USA (collectively referred to as the "**Parties**").

WHEREAS, Assignor owns the entire right, title, and interest in and to certain U.S. and foreign trademarks, both registered and unregistered, for the BEAST mark (hereinafter referred to as "**the Mark**"), as set forth on the attached Schedule I; and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Mark and any registrations therefor, together with the goodwill of the business in connection with which the Mark are or may be used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof;

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

1. Assignment

On and with effect from the Completion Date Assignor irrevocably assigns unto Assignee all right, title and interest in and to the Mark, both registered and unregistered, for the United States and throughout the world together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof;

2. Warranty

Assignor represents and warrants that:

- a. Assignor owns the entire right, title, and interest in and to the Mark;
- b. Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity; and
- c. That Assignor has no rights to the Mark in any country not listed in Schedule 1 and the countries listed in Schedule I represent the totality of their rights in the Mark.

3. Cooperation

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing, including providing evidence of use of the Mark, in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor. On the Completion Date, Assignor will execute and deliver to Assignee the "Assignment of Trademark and Goodwill" which is attached hereto as "Exhibit A."

4. Payment and Completion

The purchase price for the Mark will be US \$30,000 ("**Purchase Price**").

On execution of this Agreement the Assignee shall pay the Purchase Price in cleared funds into Minter Ellison Rudd Watt's trust account to hold on trust for the benefit of Assignor, subject to the completion of the actions noted below.

Upon receipt of the funds, Minter Ellison Rudd Watts will notify the parties that the next business day (being a day that is not a Saturday, Sunday, or public holiday on which trading banks are open for general business in Auckland, New Zealand) will be the completion date ("**Completion Date**").

On the Completion Date:

- a. the Assignor will deliver to the Assignee the "Assignment of Trademark and Goodwill" which is attached hereto as "Exhibit A." and an original executed copy of this Agreement (together the "**Assignment Documentation**"); and
- b. upon confirmation of receipt of the Assignment Documentation, Minter Ellison Rudd Watts will release the Purchase Price to the Assignor's nominated bank account.

5. Cessation of Use of the Mark

After the effective date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

6. Binding

Assignor shall be bound by and cause all persons or entities acting on its behalf or under its direction or control to comply with the terms of this Agreement. It is also agreed and understood that this Agreement and all of its provisions shall be binding on Assignor, its officers, agents, employees, successors, assigns as well as any new entities it may create in the future in which any of them holds any legal or equitable interest.

7. Entire Agreement

This Agreement is integrated and contains the entire agreement and understanding between the Parties, and supersedes and replaces all prior negotiations and proposed agreements, written or oral, as between them. The Parties acknowledge that they have not made any promise, representation, or warranty to the other, express or implied, written or oral, not contained herein, concerning the subject matter hereof to induce it or them, as the case may be, to execute this Agreement, and that they have not executed this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement shall not be varied in its terms by oral agreement, representation, or otherwise, and may only be varied by an instrument in writing signed by all of the Parties.

8. Breach

In the event of an alleged breach of any of the terms of this Agreement, the non-breaching Party may not bring an Action (in court or otherwise) without first providing written Notice of the alleged breach to the breaching Party, and allowing five (5) days in which to cure the alleged breach. Any Notice under this paragraph shall provide a description of the alleged breach and an explanation of how it can be cured. In the event any alleged breach remains uncured following the five (5) day period noted above, the non-breaching Party may commence with the appropriate Action to enforce the terms of this Agreement.

- a. Assignee may at its discretion terminate this Agreement if Assignor commits a breach and fails to timely cure that breach in accordance with the prior paragraphs.
- b. Assignee may at its discretion immediately terminate this Agreement if Assignor enters liquidation, has a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to carry on business or any similar event under the law of any foreign jurisdiction.

9. Injunctive Relief and Attorneys' Fees

The Parties hereto acknowledge that no remedy at law for damages is adequate to compensate for a breach of the provisions set forth in this Agreement and that any breach of any provision herein, will constitute immediate and irreparable damage, which cannot be fully and adequately compensated in money damages. In the event of any breach, the non-breaching Party shall be entitled to temporary or permanent injunctive relief, without the necessity of proving actual damages, as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. The Parties understand that other action may be taken and remedies enforced against it. In the event of a breach of this Agreement

or default of the obligations hereunder, the Parties shall be entitled to all rights and remedies as may be available under law or in equity as applicable hereto.

If any legal action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, in addition to any other relief to which such party may be entitled.

10. Miscellaneous

- a. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective officers, employees, agents, directors, shareholders, predecessors, successors, parents, affiliates, subsidiaries, related companies, licensees, transferees, and assigns, each of whom shall be entitled to enforce said provisions;
- b. Paragraph headings included in this Agreement are for convenience only and shall not be considered for interpreting this Agreement;
- c. Both Parties participated in the negotiations regarding the drafting of this Agreement. As such, none of its provisions shall be construed against either Party;
- d. The Parties acknowledge that they have fully read, understand and unconditionally execute this Agreement after having had complete opportunity for consultation with an attorney, and acknowledge that this Agreement is final and binding upon the Parties hereto, regardless of the adequacy of the consideration hereof, and regardless of the extent of damages allegedly suffered by any of the Parties;
- e. Each of the Parties to this Agreement warrants and represents that the person executing this Agreement on its behalf has full authority to execute this Agreement and to bind it as a Party to this Agreement;
- f. This Agreement is executed voluntarily with advice of counsel and without any duress or undue influence on the Parties or their officers, employees, or attorneys, and no Party is relying on any inducements, promises, or representations made by any other Party or any of its officers, employees, agents, or attorneys other than as expressly set forth in this Agreement;
- g. The scope and territory of this Agreement are worldwide, and all of the terms and obligations herein are binding throughout the world;
- h. There are no terms in any existing license or agreement that would frustrate the terms of this Agreement; and
- i. No other Party exists whereby that Party's consent or cooperation is required to carry out the terms of this Agreement.

11. Waiver

Failure of any Party to require that performance of any term in this Agreement, or the waiver by any Party of any breach of this Agreement, will not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

12. Invalidity

In the event that any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable, and the remainder of this Agreement will be deemed and remain fully valid and enforceable, unless such invalidity and unenforceability tends to substantially deprive any Party of the benefits to be provided to it by this Agreement, in which case said deprived Party will have the option of keeping this agreement or terminating it.

13. Notices

All notices and communications made in connection with this Agreement will be in writing and delivered by facsimile, hand, certified mail, or overnight courier service (such as FedEx), addressed as follows:

If to : Ryan Kaiser, Esq.

Amin Talati & Upadhye, LLC
55 W. Monroe Street
Suite 3400
Chicago, IL 60603

If to: Icebreaker Limited

Attention: General Counsel
Level 2, Lot 3, 130 Ponsonby Road
Grey Lynn, Auckland 1011
New Zealand

14. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Florida (U.S.A.) (without regard to conflict of law principles). The Parties consent and submit to the jurisdiction of the U.S. District Court for the Southern District of Florida as the exclusive jurisdiction of any dispute involving or relating in any way to this Agreement.

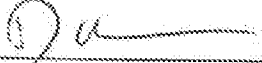
15. Execution and Effective Date

This Agreement may be signed using one or more counterparts. This Agreement will be enforceable upon the exchange of facsimile or electronically scanned signatures and will be effective on the date of the last signature ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year written below.

ASSIGNOR
Icebreaker Limited

ASSIGNEE
USA Nutraceuticals Group, Inc.

By: 
Signature

Accepted By: 
Signature

DAVID AUGERSON
Printed Name

Anthony Altieri
Printed Name

COO
Title

President
Title

20104/15
Date

6/24/15
Date

SCHEDULE 1

1. Trademark Registrations

Mark: BEAST
Country: Australia
Serial Number: 1224962
Filing Date: 02/19/2008
Registration Number: 1224962
Registration Date: 06/23/2008

Mark: BEAST
Country: Canada
Serial Number: 1387905
Filing Date: 03/18/2008
Registration Number: TMA813110
Registration Date: 12/01/2011

Mark: BEAST
Country: New Zealand
Serial Number: 776097
Filing Date: 09/18/2007
Registration Number: 776097
Registration Date: 03/20/2008

Mark: BEAST
Country: United States
Serial Number: 77/425,273
Filing Date: 03/18/2008
Registration Number: 3,719,344
Registration Date: 12/01/2009

2. Unregistered and/or Common Law Use

Mark	Country	Dates of Use

EXHIBIT A

ASSIGNMENT OF TRADEMARK & GOODWILL

WHEREAS, Icebreaker Limited, a company duly organized and existing under and by virtue of the laws of New Zealand and having its principal office and place of business at Level 2, Lot 3, 130 Ponsonby Road, Grey Lynn, Auckland 1011, New Zealand (hereinafter referred to as "Assignor") owns the entire right, title, and interest in and to certain U.S. and foreign trademarks, both registered and unregistered, for the BEAST mark (hereinafter referred to as "the Mark"), as set forth on the attached Schedule A; and

WHEREAS, USA Nutraceuticals Group, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Florida and having its principal office and place of business at 3100 NW Boca Raton Boulevard, Suite 213, Boca Raton, Florida 33431 USA, and the successor to Assignor's business to which the mark pertains (hereinafter referred to as "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Mark and any registrations therefor, together with the goodwill of the business in connection with which the Mark are or may be used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign unto Assignee all right, title and interest in and to the Mark(s) and any resulting registrations for the United States and throughout the world together with the goodwill of the business in connection with which the Mark(s) are used and which is symbolized by the Mark(s), along with the right to recover for damages and profits for past infringements thereof;


Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Agreement effective as of the date and year written below.

ASSIGNOR

ASSIGNEE

By:


Signature

Accepted By:


Signature

David Anderson
Printed Name

Anthony Altieri
Printed Name

Title COO
20 April 2015
Date

Title President
June 24, 2015
Date

SCHEDULE A

Mark: BEAST
Country: Australia
Serial Number: 1224962
Filing Date: 02/19/2008
Registration Number: 1224962
Registration Date: 06/23/2008

Mark: BEAST
Country: Canada
Serial Number: 1387905
Filing Date: 03/18/2008
Registration Number: TMA813110
Registration Date: 12/01/2011

Mark: BEAST
Country: New Zealand
Serial Number: 776097
Filing Date: 09/18/2007
Registration Number: 776097
Registration Date: 03/20/2008

Mark: BEAST
Country: United States
Serial Number: 77/425,273
Filing Date: 03/18/2008
Registration Number: 3,719,344
Registration Date: 12/01/2009
