

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354726

<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>
BioMaxx, Inc.		09/10/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Choice Forest Products, LLC		
<b>Street Address:</b>	926 PA-49		
<b>City:</b>	Ulysses		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16948		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4200822	MUDD MIXX	
<b>Registration Number:</b>	4360495	CHOICE FOREST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5852322152		
<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>			
<b>Phone:</b>	5852311197		
<b>Email:</b>	kmarkert@hselaw.com		
<b>Correspondent Name:</b>	Katherine A. Markert		
<b>Address Line 1:</b>	1600 Bausch & Lomb Place		
<b>Address Line 2:</b>	Harter Secrest & Emery LLP		
<b>Address Line 4:</b>	Rochester, NEW YORK 14618		
<b>ATTORNEY DOCKET NUMBER:</b>	97040.18		
<b>NAME OF SUBMITTER:</b>	Katherine A. Markert		
<b>SIGNATURE:</b>	/Katherine A. Markert/		
<b>DATE SIGNED:</b>	09/11/2015		
<b>Total Attachments: 1</b>			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 10<sup>th</sup> day of September ~~August~~ 2015, by and between BioMaxx, Inc. a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1 Fishers Road, Suite 160, Pittsford, New York ("Assignor") and Choice Forest Products, LLC a limited liability company organized and existing under the laws of the State of Delaware having a place of business at 926 PA-49, Ulysses, Pennsylvania 16948 ("Assignee").

WHEREAS, Assignor is the owner of the trademark MUDD MIXX (the "MUDD MIXX Mark"), U.S. Registration No. 4,200,822 and the goodwill associated with the MUDD MIXX Mark; and


WHEREAS, Assignor is the owner of the trademark CHOICE FOREST (the "CHOICE FOREST Mark"), U.S. Registration No. 4,360,495 and the goodwill associated with the CHOICE FOREST Mark; and


WHEREAS, the MUDD MIXX Mark and CHOICE FOREST Mark are collectively referred to herein as the "Marks"; and

WHEREAS, Assignor wishes to assign to Assignee all of its right, title, and interest in and to the Marks, the U.S. trademark registrations for the Marks, and the goodwill associated with the Marks; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Marks, the U.S. trademark applications for the Marks, the goodwill associated with the Marks, and the right to sue and recover for past infringement of the Marks, as fully and completely as permitted by law, it being the intention of the parties that Assignee shall acquire all rights in the Marks, leaving Assignor with no rights whatsoever.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be signed by their duly authorized representatives as follows:

BIO MAXX, INC.  
By:   
Name: CHRIS MODESTI  
Title: PRESIDENT

CHOICE FOREST PRODUCTS, LLC  
By:   
Name: CHRIS MODESTI  
Title: PRESIDENT