

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355695

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|---|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Active Sports Lifestyle, LLC | | 07/05/2014 | LIMITED LIABILITY COMPANY: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | ARS Brands, LLC | | |
| Street Address: | 12178 4th Street | | |
| City: | Rancho Cucamonga | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91730 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3024942 | ACTIVE | |
| Registration Number: | 3549713 | | |
| Registration Number: | 3953785 | ACTIVE | |
| Serial Number: | 85500420 | ACTIVE | |
| Serial Number: | 85500431 | ACTIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2034546998 | | |
| <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: | 203-454-6999 | | |
| Email: | atarshis@tengramcapital.com | | |
| Correspondent Name: | Andrew Tarshis | | |
| Address Line 1: | 15 Riverside Ave. | | |
| Address Line 4: | Westport, CONNECTICUT 06880 | | |
| NAME OF SUBMITTER: | Andrew R Tarshis | | |
| SIGNATURE: | /Andrew R Tarshis/ | | |
| DATE SIGNED: | 09/21/2015 | | |
| Total Attachments: 3 | | | |
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ASSIGNMENT OF TRADEMARKS

WHEREAS, Active Sports Lifestyle USA, LLC, a Florida limited liability company having an address of 2771 Executive Park Drive, Suite 3, Weston, Florida 33331 (hereinafter "Assignor"), is the owner of the trademark applications and registrations listed on Schedule A attached hereto (collectively, the "Marks"); and

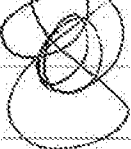
WHEREAS, ARS Brands, LLC, a Delaware limited liability company having an address of 12178 4th Street, Rancho Cucamonga, California 91730 (hereinafter "Assignee"), is desirous of acquiring the Marks and the goodwill associated therewith.

NOW, THEREFORE, for U.S. \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that:

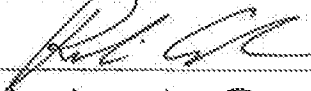
1. Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignors in, to and under the Marks, the applications and/or registrations thereof, and the goodwill of the business connected and/or associated with the use thereof and symbolized thereby, and all rights, interests, claims and demands recoverable in law or equity, that Assignors have or may have in profits and damages for past, present and future infringements of the 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 Assignors if this Assignment had not been made.
2. Assignor hereby authorizes and consents to the Assignee to take solely in its name all necessary procedures for recording this assignment at the United States Patent and Trademark Office on the basis of this assignment.
3. This Assignment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute but one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment effective this 5th day of July, 2014.




ASSIGNOR
ACTIVE SPORTS LIFESTYLE USA, LLC

By: 
Name: Ryan A. Calkins
Title: CEO

ASSIGNEE
ARS BRANDS, LLC

By: 
Name: Richard Gersten
Title: Managing Partner

SCHEDULE A

| Mark | Country | Class | Application/Registration Number |
|---|---------------|-------|---------------------------------|
| ACTIVE | United States | 35 | 3,024,942 |
|  | United States | 25 | 3,549,713 |
|  active | United States | 35 | 3,953,785 |
| ACTIVE | United States | 25 | 85/500,420 |
|  active | United States | 25 | 85/500,431 |