

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keyco Intellectual Properties, LLC		06/03/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	NXS, LLC		
Street Address:	10710 OTTER CREEK EAST BLVD		
City:	MABELVALE		
State/Country:	ARKANSAS		
Postal Code:	72103		
Entity Type:	LIMITED LIABILITY COMPANY: ARKANSAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86213721	BADDASS	
Serial Number:	86213685	BADDASS	
Serial Number:	86213742	BADDASS	
Serial Number:	85676846	BADDASS NUTRITION	
Serial Number:	85684683	BADDASS	
Serial Number:	85572015	YOU ARE BADDASS	
Serial Number:	85571949	BADDASS	
Serial Number:	85571918	YOU ARE BADDASS	
Serial Number:	85416635	BADDASS NUTRITION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	IPG@SCMLAW.COM		
Correspondent Name:	SNOW CHRISTENSEN & MARTINEAU		
Address Line 1:	10 EXCHANGE PLACE FLOOR 11		
Address Line 4:	SALT LAKE CITY, UTAH 84111		
ATTORNEY DOCKET NUMBER:	NXS		

OP \$240.00 86213721

NAME OF SUBMITTER:	Christopher L. Wight
SIGNATURE:	/Christopher L. Wight/
DATE SIGNED:	10/30/2015
Total Attachments: 6 source=Trademark Assignment-executed#page1.tif source=Trademark Assignment-executed#page2.tif source=Trademark Assignment-executed#page3.tif source=Trademark Assignment-executed#page4.tif source=Trademark Assignment-executed#page5.tif source=Trademark Assignment-executed#page6.tif	

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between
Kevco Intellectual Properties LLC ("Assignor") and NXS LLC
("Assignee") and is effective as of June 3, 2015.

WHEREAS, Assignor is the owner of the actual trademarks
identified as follows:

- BADDASS (Design), Serial No. 86-213721
- BADDASS (Design), Serial No. 86-213685
- BADDASS (Design), Serial No. 86-213742
- BADDASS NUTRITION (Word), Serial No.
86-676823
- BADDASS NUTRITION (Word), Serial No.
85-676846
- BADDASS (Word), Serial No. 85-684683
- YOU ARE BADDASS (Word), Serial No.
85-572015
- BADDASS (Word), Serial No. 85-571949
- YOU ARE BADDASS (Word), Serial No.
85-571918



BADDASS NUTRITION (Word), Serial No.
85-416635

and identifying information] (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights,
title, and interest in the Trademarks in perpetuity;

WHEREAS, Assignor has abandoned or failed to use the
following trademarks (the "Abandoned Trademarks");

BADDASS (Word), Serial No. 85-767799

TMBADDASS (Word), Serial No. 85-571996

TMBADDASS SPORTS (Word), Serial No.
85-716217

TMBADDASS (Word), Serial No. 85-676763

TMBADDASS (Word), Serial No. 85-676810

TMBADDASS SPORTS (Word), Serial No.
85-716205

NOW, the parties agree as follows:

- i. Assignment. Assignor does hereby irrevocably
assign to Assignee all rights, title, and interest (including,
but not limited to, all registration rights with respect to the



Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. Consideration. In consideration for the assignment of the Trademarks set forth in Section 1, Assignor shall pay Assignee the sum of \$30,000, payable on June 3, 2015.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;



(e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;

(f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be, granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or



contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Utah.

10. Abandoned Trademarks. Assignor represents and warrants that it has abandoned the Abandoned Trademarks, and that it has not taken and shall not hereafter take any action to use such Abandoned Trademarks or otherwise claim or establish any right to such Abandoned Trademarks.

ASSIGNEE

Signature

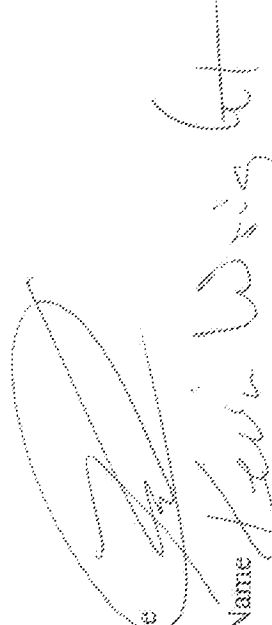
NXS LLC



Date 6.03.15

ASSIGNOR

Signature



Printed Name

Title Manager

Date

6-3-15