

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Exclusive Supplements, Inc.		11/25/2015	CORPORATION: PENNSYLVANIA
First National Bank of Pennsylvania		11/25/2015	Federally Chartered Bank: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Feel Fit Enterprise, Inc.
Street Address:	733 N. King Street, Suite 274
City:	Layton
State/Country:	UTAH
Postal Code:	84041
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86506349	PRE-GLOW
Serial Number:	86031388	PALEOTEIN
Serial Number:	86381852	CREATEST
Serial Number:	86063005	BIORHYTHM
Serial Number:	85372537	RELAX AND CHILL
Serial Number:	85195419	SLIM TO NONE
Serial Number:	85109203	O2 POSITIVE ANABOLIC BLOOD POWDER
Serial Number:	85083367	AFTER GLOW POST WORKOUT EUPHORIA
Serial Number:	85082055	OLIO
Serial Number:	77945624	SQUARE MEAL NATURALLY BALANCED PROTEIN
Serial Number:	77897580	SSIN JUICE
Serial Number:	77850513	ADRENA LEAN LDS
Serial Number:	77844432	REGENERATE
Serial Number:	77844159	ANDROBOLIX
Serial Number:	77844104	100% WHOLE GAINS
Serial Number:	77347997	COMPLETE MASS 600
Serial Number:	77348038	DEplete RAPID WEIGHT LOSS

OP \$465.00 86506349

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77244805	BIORHYTHM ADVANCED DIETARY SUPPLEMENTS
CORRESPONDENCE DATA		
Fax Number:	8019540472	
<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:	sheppard.ken@gmail.com	
Correspondent Name:	Feel Fit Enterprise, LLC	
Address Line 1:	733 N. King Street, Suite 274	
Address Line 4:	Layton, UTAH 84041	
NAME OF SUBMITTER:	Kenneth Sheppard	
SIGNATURE:	/Kenneth Sheppard/	
DATE SIGNED:	11/30/2015	
Total Attachments: 3		
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement"), dated this 25th day of November, 2015, by and between FIRST NATIONAL BANK OF PENNSYLVANIA, a federally chartered bank with offices located at 3014 E. State Street, Hermitage, PA 16148 ("Lender"); and FEEL FIT ENTERPRISE, LLC, with its principal place of business located in Salt Lake City, Utah ("Assignee").

RECITALS:

████████ Note

WHEREAS, on or about April 26, 2013, Lender extended to Exclusive Supplements, Inc. ("ESI" or "Borrower") a certain \$████████ loan pursuant to the terms of a certain Note in the original principal amount of \$████████, dated April 26, 2013, executed and delivered by Borrower in favor of Lender (as the same may be amended, modified, supplemented, extended, renewed, substituted and restated from time to time, hereinafter the "████████ Note"), and by that certain Business Loan Agreement dated April 26, 2013 (as the same may have been amended, modified, supplemented, extended, renewed, substituted and restated from time to time, hereinafter the "Loan Agreement");

WHEREAS, as part of the security for all of ESI's obligations, debts and liabilities to FNB, including without limitation the \$████████ Note, ESI granted to FNB a blanket security interest in the personalty and assets of ESI, including without limitation inventory, chattel paper, accounts, equipment, documents and general intangibles (collectively, the "Collateral" or "Personal Property"), pursuant to and as more particularly described in that certain Security Agreement dated April 26, 2013 (as the same may have been amended, modified, supplemented, extended, renewed, substituted and restated from time to time, hereinafter "Security Agreement A"), which security interest in such personalty and assets was perfected by filing a financing statement with the Pennsylvania Department of State Uniform Commercial Code Division on May 1, 2013 at File No. 2013050107409 (as the same may have been amended, modified, supplemented, extended, continued, substituted and restated from time to time, hereinafter the "Financing Statement");

WHEREAS, in connection with the \$████████ Note, ██████████ ("████████") executed and granted in favor of Lender a continuing Guaranty dated ██████████ (a "████████ Guaranty"), pursuant to which ██████████ absolutely and unconditionally guaranteed full payment and satisfaction of the Indebtedness (as therein defined) owed by ESI to Lender, including without limitation the \$████████ Note, and the full performance and discharge of all obligations of Borrower under the terms of any and all loan documents in favor of Lender, including without limitation the loan documents executed in connection with the \$████████ Note;

\$████████ Line of Credit (Credit Card)

WHEREAS, on or about ██████████, Lender extended to Borrower a \$████████ Line of Credit (hereinafter "\$████████ Line of Credit") pursuant to the terms of a certain Solutions Business

[SIGNATURE PAGE 1 OF 2 TO ASSIGNMENT AGREEMENT]

WITNESS, the due execution hereof, the day and year first above written.

LENDER:

FIRST NATIONAL BANK OF
PENNSYLVANIA

By: 

(SEAL)

Name: Jeffrey S. Lomic

Title: Vice President

[SIGNATURE PAGE 2 OF 2 TO ASSIGNMENT AGREEMENT]

ASSIGNEE:

FEEL FIT ENTERPRISE, LLC

By: XMO, LLC
Its: Manager

By: XMO Revocable Trust
Its: Manager

By: *Doug Cummings*
Doug Cummings, Trustee

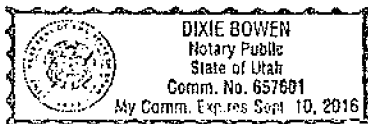
ACKNOWLEDGMENT

STATE OF UTAH)
) SS:
COUNTY OF Salt Lake)

On this, the 25th day of November, 2015, before me, a Notary Public, personally appeared Doug Cummings who acknowledged himself to be the trustee of XMO Revocable Trust, and who acknowledged that he as such trustee, being authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

My Commission Expires:
9-10-16



Dixie Bowen
Notary Public
*Residing in: (Seal)
Woods Cross, UT*