

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373721

|   |  |                       |                            |
|---|--|-----------------------|----------------------------|
| <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>         |
| Keyco Intellectual Properties LLC   |  | 06/03/2015            | LIMITED LIABILITY COMPANY: |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                            |
| <b>Name:</b>  | NXS LLC  |                       |                            |
| <b>Street Address:</b>  | 10710 Otter Creek East Blvd.                       |                       |                            |
| <b>City:</b>  | Mabelvale  |                       |                            |
| <b>State/Country:</b>   | ARKANSAS   |                       |                            |
| <b>Postal Code:</b>   | 72103  |                       |                            |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: ARKANSAS                |                       |                            |
| <b>PROPERTY NUMBERS Total: 8</b>  |  |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 4628102  | BADDASS               |                            |
| <b>Serial Number:</b>   | 86213742   | BADDASS               |                            |
| <b>Registration Number:</b>   | 4754021  | BADDASS NUTRITION     |                            |
| <b>Serial Number:</b>   | 85684683   | BADDASS               |                            |
| <b>Registration Number:</b>   | 4253136  | YOU ARE BADDASS       |                            |
| <b>Serial Number:</b>   | 85571949   | BADDASS               |                            |
| <b>Serial Number:</b>   | 85571918   | YOU ARE BADDASS       |                            |
| <b>Registration Number:</b>   | 4219260  | BADDASS NUTRITION     |                            |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                            |
| <b>Fax Number:</b>  | 8013630400   |                       |                            |
| <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>   | 8015219000   |                       |                            |
| <b>Email:</b>   | uspto@scmlaw.com                                   |                       |                            |
| <b>Correspondent Name:</b>  | Christopher L. Wight                               |                       |                            |
| <b>Address Line 1:</b>  | 10 Exchange Place, 11th Floor                      |                       |                            |
| <b>Address Line 4:</b>  | Salt Lake City, UTAH 84111                         |                       |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>  | NXS.TM   |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Christopher L. Wight                               |                       |                            |

OP \$215.00 4628102

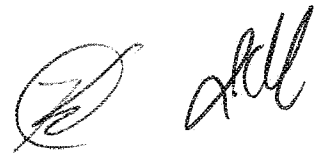
|   |                        |
|---|------------------------|
| <b>SIGNATURE:</b>   | /Christopher L. Wight/ |
| <b>DATE SIGNED:</b>   | 02/18/2016             |
| <b>Total Attachments: 6</b><br>source=NXS-TM_ASSIGNMENT 3#page1.tif<br>source=NXS-TM_ASSIGNMENT 3#page2.tif<br>source=NXS-TM_ASSIGNMENT 3#page3.tif<br>source=NXS-TM_ASSIGNMENT 3#page4.tif<br>source=NXS-TM_ASSIGNMENT 3#page5.tif<br>source=NXS-TM_ASSIGNMENT 3#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

Two handwritten signatures in black ink. The first signature is a stylized 'Z' or 'S' inside a circle. The second signature is a cursive name, possibly 'All'.

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  
TM BADDASS (Word), Serial No. 85-571996  
TM BADDASS SPORTS (Word), Serial No.  
85-716217  
TM BADDASS (Word), Serial No. 85-676763  
TM BADDASS (Word), Serial No. 85-676810  
TM BADDASS SPORTS (Word), Serial No.  
85-716205

NOW, the parties agree as follows:

1. 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.

Two handwritten signatures in black ink. The signature on the left is a stylized, circular mark. The signature on the right is a more legible, cursive name.

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**

**ASSIGNOR**

Signature

Signature

NXS LLC

Printed Name



Kevin Wright

Title

Manager

Date

6.03.13

Date

6-3-13