

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375217

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| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900355203 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GEMt, LLC | | 02/23/2016 | LIMITED LIABILITY COMPANY: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | Edo Zylstra | | |
| Doing Business As: | DBA KinetaCore | | |
| Street Address: | 5329 Naples Cedar Drive, SW | | |
| City: | Wyoming | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 49519 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3922503 | KINETACORE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7205364908 | | |
| <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: | steve@neugeborenlaw.com | | |
| Correspondent Name: | Stephen Gruber | | |
| Address Line 1: | 1227 Spruce Street, Suite 200 | | |
| Address Line 4: | Boulder, COLORADO 80302 | | |
| ATTORNEY DOCKET NUMBER: | 1545.300.US | | |
| NAME OF SUBMITTER: | Stephen S. Gruber | | |
| SIGNATURE: | /Stephen S. Gruber/ | | |
| DATE SIGNED: | 03/02/2016 | | |
| Total Attachments: 1 | | | |
| source=1545.300.US - KINETACORE Trademark Assignment Signed 02242016(2)#page1.tif | | | |

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated January 25, 2016, is made by GEMt, LLC, a Colorado corporation having its principal place of business located at 5329 Naples Cedar Dr, SW, WYOMING, MI 49519, United States ("Assignor"), to Edo Zylstra, an individual and having a principal mailing address of 5329 Naples Cedar Dr, SW, WYOMING, MI 49519, United States ("Assignee").

Assignor is the owner of all right, title and interest in the KINETACORE registered trademark, U.S. Registration Number 39/22503, hereinafter the "**Mark**".

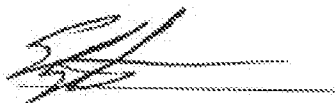
Assignee desires to own Assignor's entire right, title and interest in the Mark.

NOW, THEREFORE, in consideration of the foregoing and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Assignor hereby irrevocably transfers and assigns to Assignee, all of Assignor's worldwide right, title to and interest in the Mark, and any and all related registrations and applications for registration, together with any and all of the goodwill of the business symbolized by and associated with the Mark, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions, powers and benefit to the Mark, due or accrued, and including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including without limitation rights to injunctive relief, damages, profits, royalties, costs and attorney fees, arising out of any infringement of the Mark, or injury to the related goodwill, occurring prior to or after the date of this Assignment.

Assignor agrees that, upon request and without further compensation, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing or enforcing the Mark, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Mark. In the event that Assignee is unable after reasonable attempt to secure Assignor's signature to any document in connection with the foregoing, Assignor hereby appoints Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution of the Assignor, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is irrevocable.

GEMt, LLC



(Signature)

2/23/16

(Date)

Edo Zylstra

(Print or type name)

Owner/CEO

(Print or type title)