

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brian E. Levin		03/17/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Performance Enhancing Meat Snacks, Inc.		
Street Address:	7400 E. Crestline Circle, Suite 130		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3687533	PERKY JERKY	
Registration Number:	3872019	PERKY JERKY	
Registration Number:	3929431	PERKY JERKY	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
<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:	303-863-9700		
Email:	sschneider@sheridanross.com		
Correspondent Name:	Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	6507-3		
NAME OF SUBMITTER:	Sarah J. Schneider		
SIGNATURE:	/Sarah J. Schneider/		
DATE SIGNED:	03/17/2016		
Total Attachments: 3			
source=Signed Assignment#page1.tif			
source=Signed Assignment#page2.tif			
source=Signed Assignment#page3.tif			

CH \$90.00 3687533

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into as of March 17, 2016, is made by and between Brian E. Levin, an individual ("Assignor"), and Performance Enhancing Meat Snacks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the trademarks and/or service mark PERKY JERKY®, including but not limited to the registrations listed on Exhibit A (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Marks;

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all worldwide right, title, and interest in, to and under the Marks (including the registrations listed on Exhibit A), including any and all goodwill associated therewith, all applications and registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

2. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

3. All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed on behalf of Assignor as of the below date.

BRIAN E. LEVIN

Brian E. Levin
Date: 3-17-16

ACKNOWLEDGMENT

State of Colorado
County of Archuleta

On 3-17-16 before me, Nathan S. Merrill, Notary Public
personally appeared Brian E. Levin
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *Nathan S. Merrill* (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

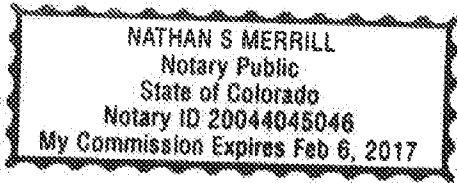


Exhibit A

To Trademark Assignment Agreement

PERKY JERKY®, U.S. Trademark Reg. No. 3,687,533

PERKY JERKY and Design®, U.S. Trademark Reg. No. 3,872,019

PERKY JERKY®, U.S. Trademark Reg. No. 3,929,431

PERKY JERKY®, International Register Reg. No. 1244514 (China, Japan, Mexico and S. Korea)

PERKY JERKY®, CTM Reg. No. 8753998

PERKY JERKY®, Canada Reg. No. TMA835,304

{149265}