

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FuelBelt, Inc.		10/30/2015	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Implus Footcare LLC		
Street Address:	2001 TW Alexander Drive, Box 13925		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2537992	FUELBELT	
Registration Number:	4054093	REVENGE	
Registration Number:	4572682	HYDROGEN	
Registration Number:	3997909	HELIUM	
Registration Number:	3997910	SPRINT	
Registration Number:	3997911	STAY HYDRATED	
Registration Number:	4214649	DASH	
Registration Number:	4370593	H2O	
Registration Number:	4274065	FUELBOX	
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>			
Phone:	7035493278		
Email:	bryce.maynard@bipc.com		
Correspondent Name:	Bryce J Maynard		
Address Line 1:	1737 KING STREET SUITE 500		
Address Line 2:	Buchanan Ingersoll & Rooney		
Address Line 4:	ALEXANDRIA, VIRGINIA 22314		
NAME OF SUBMITTER:	Bryce J. Maynard		

CH \$240.00 2537992

SIGNATURE:	/Bryce J. Maynard/
DATE SIGNED:	03/31/2016
Total Attachments: 7 source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page1.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page2.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page3.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page4.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page5.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page6.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment"), is entered into and made effective as of October 30, 2015 by and between FuelBelt, Inc., a Rhode Island corporation, a/k/a Fuel Belt, Inc., and Vinu P. Malik, an individual (collectively, "Assignors"), on the one hand and Implus Footcare, LLC, a Delaware limited liability company ("Assignee") on the other hand.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October 30, 2015, by and among Assignee, Assignors and the other parties named therein (the "Purchase Agreement"), Assignors have agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignors, all right, title and interest in, to and under the Intellectual Property, including, without limitation, (a) all rights in, to and under the issued patents and patent applications set forth on Schedule A hereto (the "Patent Filings"), and (b) all rights in, to and under the trademarks registrations and applications set forth on Schedule B hereto (the "Trademark Filings"), and Assignors have agreed to execute and deliver this Assignment;

WHEREAS, Assignee and Assignor are hereby effecting such transfer and assignment of all right, title and interest throughout the world in, to and under the Intellectual Property, including the Patent Filings, the Trademark Filings and the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignee and Assignors agree as follows:

1. Assignment. Assignors hereby irrevocably convey, transfer and assign to Assignee all right, title and interest in, to and under the Intellectual Property, including the Patent Filings, the Trademark Filings and the goodwill associated therewith and symbolized thereby as well as all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Intellectual Property, Patent Filings and Trademark Filings. Assignee is to hold all right, title and interest in, to and under the Intellectual Property, including the Patent Filings and Trademark Filings, as fully and exclusively as they would have been held and enjoyed by Assignors had the assignment in this Section 1 not been made.

2. Recording and Further Actions. Assignors authorize Assignee to cause this Assignment to be recorded as the assignee or transferee of the Intellectual Property, including the Patent Filings, the Trademark Filings, and shall promptly upon presentation to Assignor by

Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be required to effectuate the purpose of this Assignment.

3. Other Deliverables. Following the Closing, Assignors agree to promptly deliver to Assignee or its legal counsel any additional documents or tangible things that Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Intellectual Property, including the Patent Filings and the Trademark Filings.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

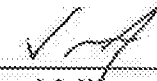
7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

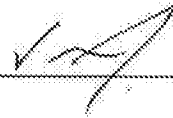
[Signatures begin on following page]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNOR: FUELBELT, INC.

By: 
Name: Vinu Malik
Title: President

ASSIGNOR: VINU P. MALIK

By: 

ASSIGNEE: IMPLUS FOOTCARE, LLC

By: _____
Name: Seth Richards
Title: Chief Executive Officer

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.


ASSIGNOR: FUELBELT, INC.

By: _____
Name: Vinu Malik
Title: President

ASSIGNOR: VINU P. MALIK

By: _____

ASSIGNEE: IMPLUS FOOTCARE, LLC

By:  _____
Name: Seth Richards
Title: Chief Executive Officer

SCHEDULE A - US PATENTS

Patent No.	Title	Inventor(s)	Issue Date	Owner
D505,008	Belt for Carrying Beverage Bottles	Vinu P. Malik	May 17, 2003	Fuel Belt, Inc.

SCHEDULE B – US TRADEMARKS

Trademark/ Service Mark	Goods/Services (Int'l Cl. No.)	Serial/Reg. No. (Filing/Reg. Date)	Owner
FUELBELT®	Portable beverage dispensers, comprising sports bottles carried on a knit elastic belt, used for body hydration by endurance athletes and outdoor enthusiasts (Int'l Cl. 21)	2,537,992 (February 12, 2002)	FuelBelt, Inc.
REVENGE®	Sports bottles sold empty; portable beverage dispensers, namely, sports bottles carried on a belt; and holders and holsters for holding sports bottles (Int'l Cl. 36)	4,054,093 (November 8, 2011)	FuelBelt, Inc.
HYDROGEN®	Sports bottles sold empty; portable beverage dispensers, namely, sports bottles carried on a belt; and holders and holsters for holding sports bottles (Int'l Cl. 36)	4,572,682 (July 22, 2014)	FuelBelt, Inc.
HELIUM®	Sports bottles sold empty; portable beverage dispensers, namely, sports bottles carried on a belt; and holders and holsters for holding sports bottles (Int'l Cl. 21)	3,997,909 (July 19, 2011)	FuelBelt, Inc.

Trademark/ Service Mark	Goods/Services (Int'l Cl. No.)	Serial/Reg. No. (Filing/Reg. Date)	Owner
SPRINT®	Sports bottles sold empty; and holders and holsters for holding sports bottles (Int'l Cl. 21)	3,997,910 (July 19, 2011)	FuelBelt, Inc.
STAY HYDRATED®	Sports bottles sold empty; portable beverage dispensers, namely, sports bottles carried on a belt; and holders and holsters for holding sports bottles (Int'l Cl. 21)	3,997,911 (July 19, 2011)	FuelBelt, Inc.
DASH®	Sports bottles sold empty and holders and holsters for holding sports bottles (Int'l Cl. 21)	4,214,649 (September 25, 2012)	FuelBelt, Inc.
H2O®	Holders and holsters for holding sports bottles (Int'l Cl. 21)	4,370,593 (July 23, 2013)	FuelBelt, Inc.
FUELBOX®	Bicycle accessories, namely, bicycle bags for containing personal items or food (Int'l Cl. 12)	4,274,065 (January 15, 2013)	FuelBelt, Inc.