

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intensity Nutrition, LLC		04/20/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	F3 Innovations, LLC		
Doing Business As:	Intensity Nutrition		
Street Address:	11407 W. I-70 Frontage Rd. N.		
Internal Address:	Unit C		
City:	Wheat Ridge		
State/Country:	COLORADO		
Postal Code:	80033		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3935208	INTENSITY NUTRITION FUEL	
Registration Number:	4060506	HYDRATE	
Registration Number:	3935209	INTENSITY NUTRITION	
Registration Number:	3935237	TRAIN WITH INTENSITY	
Registration Number:	3935241	TRAIN WITH INTENSITY	
CORRESPONDENCE DATA			
Fax Number:	5402423993		
<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:	5402535332		
Email:	mailroom@charterip.com		
Correspondent Name:	Matthew J. Lattig		
Address Line 1:	P.O. Box 64		
Address Line 4:	The Plains, VIRGINIA 20198		
NAME OF SUBMITTER:	Matthew J. Lattig		
SIGNATURE:	/Matthew J. Lattig/		
DATE SIGNED:	05/19/2016		

OP \$140.00 3935208

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 14th day of April, 2016 by INTENSITY NUTRITION, LLC, a California limited liability company having a principal place of business at P.O. Box 230904, Encinitas, CA 92023 ("Assignor"), to F3 INNOVATIONS, LLC (DBA INTENSITY NUTRITION), a Wyoming limited liability company having a principal place of business at 11407 W. I-70 Frontage Rd N. Unit C, Wheat Ridge, CO 80033 ("Assignee").

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the U.S. trademark applications listed in Schedule A attached hereto, (hereafter the "TRADEMARKS") and all foreign rights throughout the world corresponding to the TRADEMARKS;

WHEREAS, Assignor is the sole owner of the TRADEMARKS identified herein and all foreign rights throughout the world corresponding to the TRADEMARKS;

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to and under the TRADEMARKS; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of such Assignor's respective right, title, and interest in, to, and under the TRADEMARKS, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the TRADEMARKS, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the TRADEMARKS to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the TRADEMARKS.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the TRADEMARKS.

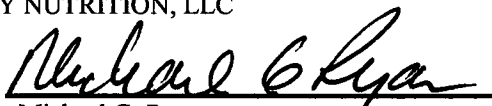
This Assignment shall be governed by and construed in accordance with the laws of the State of Wyoming applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of the State of Wyoming.

The undersigned hereby grant(s) the law firm of Charter IP, LLC the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

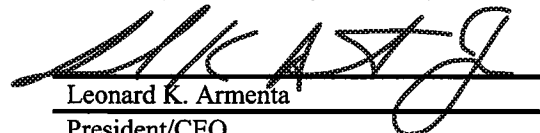
IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:
INTENSITY NUTRITION, LLC

By: 
Name: Michael G. Ryan
Title: President

4/20/16

ASSIGNEE:
F3 Innovations, LLC (DBA Intensity Nutrition)

By: 
Name: Leonard K. Armenta
Title: President/CEO

4/20/16

Attached: SCHEDULE A – TRADEMARK APPLICATIONS ASSIGNED TO F3 INNOVATIONS, LTD. (DBA INTENSITY NUTRITION)

**SCHEDULE A – TRADEMARK APPLICATIONS ASSIGNED TO F3 INNOVATIONS,
LLC (DBA INTENSITY NUTRITION)**

Trademark Name	Status	Application Number Filing Date	Trademark Number Registration Date
"INTENSITY NUTRITION FUEL"	Registered	77/833,861, filed September 24, 2009	3,935,208, registered March 22, 2011
"HYDRATE"	Registered	77/833,890, filed September 24, 2009	4,060,506, registered November 22, 2011
"INTENSITY NUTRITION"	Registered	77/833,903, filed September 24, 2009	3,935,209, registered March 22, 2011
"TRAIN WITH INTENSITY"	Registered	77/849,207, filed October 15, 2009	3,935,237, registered March 22, 2011
"TRAIN WITH INTENSITY"	Registered	77/850,416, filed October 16, 2009	3,935,241, registered March 22, 2011