

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392473

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900370916		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioZone Laboratories, Inc.		01/02/2014	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BioZone Laboratories, Inc.		
Street Address:	580 Garcia Avenue		
City:	Pittsburg		
State/Country:	CALIFORNIA		
Postal Code:	94565		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76369471	QUSOME	
CORRESPONDENCE DATA			
Fax Number:	3104539600		
<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:	310.450.6060		
Email:	jerry@rappaportlaw.net		
Correspondent Name:	Jerry Rappaport		
Address Line 1:	2500 Broadway, Suite F-125		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	JERRY RAPPAPORT		
SIGNATURE:	/Jerry Rappaport/		
DATE SIGNED:	07/25/2016		
Total Attachments: 11			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “**Agreement**”), made as of January 2, 2014 and effective as of the Closing Date set forth below, is by and among Biozone Pharmaceuticals, Inc. (“**BZNE**”); a Nevada corporation, Biozone Laboratories, Inc., a California corporation (“**BLAB**”); Baker Cummins Corp.; a Nevada corporation (“**BC**” and, collectively with BZNE and BLAB, the “**Assignors**,” and individually, each, an “**Assignor**”) and Biozone Laboratories Inc., a newly formed Nevada corporation and a wholly-owned subsidiary of MusclePharm Corporation (“**Assignee**”).

WHEREAS, this Agreement is being entered into as a condition precedent to that certain proposed Asset Purchase Agreement dated November 12, 2013 (“**APA**”) by and among the Assignors, MusclePharm Corporation and the Assignee. Capitalized terms used in this Agreement but not otherwise defined herein shall have the definitions set forth in the APA;

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the consummation of the transactions contemplated in the APA by MusclePharm Corporation and the Assignee;

WHEREAS, in the event the transactions contemplated the APA are not consummated, this Agreement will no longer be in force or effect;

WHEREAS, the Assignors wish to assign all of the Purchased Assets, except for the Excluded Assets, to Assignee; and

WHEREAS, the Assignee has agreed to only assume those liabilities of Assignors that are Assumed Liabilities and shall not assume any Excluded Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the APA.
2. Assignment. Effective as of January 2, 2014, each of BZNE, BLAB and BC, severally and not jointly, assigns, sells, transfers and sets over to Assignee all of Assignor’s right, title, benefit, privileges and interest in and to, and all of the Purchased Assets set forth in Schedule 2(a) attached hereto. Assignee hereby accepts such assignment.

3. Assumption. Assignee shall only assume the Assumed Liabilities set forth on Schedule 2(b) attached hereto. Only with respect to these Assumed Liabilities does Assignee agree to pay, perform and discharge, as and when due all obligations under these liabilities. Assignee assumes no Excluded Liabilities as set forth in Schedule 2(c) attached hereto, and the parties hereto agree that all such liabilities, inclusive of such Excluded Liabilities, shall remain the sole responsibility of Assignor.
4. Representations and Warranties of the Assignors. Each of BZNE, BLAB and BC, jointly and severally, represents and warrants as follows:

(a) This Agreement is made pursuant to, and is the subject to the terms of, the APA. Notwithstanding anything to the contrary contained in this Agreement, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the grant of rights, assumption of obligations, warranties and representations made by the Assignors to the Assignee.

(b) Each Assignor has all requisite power and authority to enter into this Agreement and to consummate the assignments contemplated hereby. The execution and delivery of this Agreement and the consummation of the assignments contemplated hereby have been duly authorized by all necessary action on the part of such Assignor, and no further action is required on the part of such Assignor to authorize this Agreement and the assignments contemplated hereby. This Agreement has been duly executed and delivered by each of BZNE, BLAB and BC and constitutes a valid and binding agreement of each of BZNE, BLAB and BC enforceable against it in accordance with its terms.

(c) Assignors have good and valid title to the Purchased Assets that they are transferring under this Agreement. Assignee will receive valid title to the Purchased Assets, free and clear of liens and encumbrances.

(d) The execution, delivery and performance by Assignors of this Agreement does not (i) result in any violation of, or constitute a default (with or without notice or lapse of time, or both) under, or give rise to the creation of a lien or encumbrance on the Purchased Assets transferred by such Assignor, (ii) result in the maturation or acceleration of any liability or obligation of any Assignor (or give others the right to cause such a maturation or acceleration) or (iii) result in the termination of or loss of any right (or give others the right to cause such a termination or loss) under any agreement to which such Assignor is a party or by which it may be bound, in each case where such violation, breach, maturation,

acceleration, termination or loss would have a material adverse effect on the ability of such Assignor to perform its obligations under this Agreement.

(e) Pursuant to Schedule 4(e) attached hereto, each Assignor represents and warrants, jointly and severally, to the Assignee that any and all consents, approvals, orders, permits or authorizations of, or registrations, declarations, notices or filings with, any federal, state, municipal or other governmental body, department, commission, board, bureau, agency, court or instrumentality thereof, domestic or foreign, required to be obtained consummate the transactions contemplated in this Agreement, the APA and the Transaction Documents have been obtained and concurrently delivered herewith as Exhibit A.

(f) No other consent, approval, order, permit or authorization of, or registration, declaration, notice or filing with, any federal, state, municipal or other governmental body, department, commission, board, bureau, agency, court or instrumentality thereof, domestic or foreign, is required by or with respect to such Assignor in connection with the execution and delivery of this Agreement by such Assignor.

5. Indemnification. The Assignors hereby agree, jointly and severally, to indemnify and hold the Assignee harmless for any taxes, expenses, liabilities or related obligations imposed upon the Assignee by reason of the transfer hereunder.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
7. Amendment and Assignment. This Agreement may be amended, assigned, altered or modified only by a written agreement between the parties.
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
9. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents,


instruments, conveyances and assurances and take such further actions as such other party may reasonable request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

10. Headings. The headings contained in this Agreement are for the purposes of reference only and shall not limit, define, extend or otherwise affect the meaning or scope of this Agreement or any provision hereof.
11. Third Party Beneficiary. The Assignors specifically acknowledge that MusclePharm Corporation, the parent company of the assignee, is a third party beneficiary under this Agreement and shall be entitled to exercise all rights and remedies of the Assignee pursuant to this Agreement, the APA and the Transaction Documents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

BIOZONE LABORATORIES INC.,
A WHOLLY OWNED SUBSIDIARY
OF MUSCLEPHARM CORPORATION


By: 
Name: RICHARD ESTRELLA
Title: C.O.O.

BIOZONE PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:

MUSCLEPHARM CORPORATION

By: 
Name: RICHARD ESTRELLA
Title: C.O.O.

BIOZONE LABORATORIES, INC.

By: _____
Name: _____
Title: _____

BAKER CUMMINS CORP.

By: _____
Name: _____
Title: _____

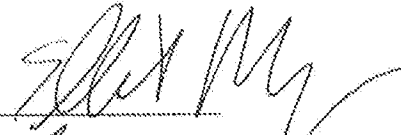
[ASSIGNMENT AND ASSUMPTION AGREEMENT SIGNATURE PAGE]

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BIOZONE LABORATORIES INC.,
A WHOLLY OWNED SUBSIDIARY
OF MUSCLEPHARM CORPORATION

By: _____
Name: _____
Title: _____

BIOZONE PHARMACEUTICALS, INC.

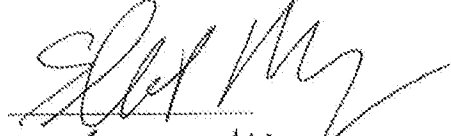
By: 
Name: ELLIOT MAZA
Title: CEO

ACKNOWLEDGED BY:

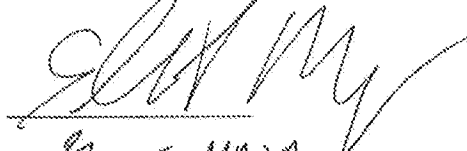
MUSCLEPHARM CORPORATION

By: _____
Name: _____
Title: _____

BIOZONE LABORATORIES, INC.

By: 
Name: ELLIOT MAZA
Title: CEO

BAKER CUMMINS CORP.

By: 
Name: ELLIOT MAZA
Title: PRESIDENT + CEO

[ASSIGNMENT AND ASSUMPTION AGREEMENT SIGNATURE PAGE]

SCHEDULE 2(a)

PURCHASED ASSETS

All rights, title and interest in and to all business, Properties, equipment, furniture, fixtures, intellectual property, licenses, goodwill and rights of each Seller as a going concern, of every kind, nature and description, tangible and intangible, owned or leased, or mixed, wherever located and whether or not carried or reflected on the Records of such Seller, including all Properties, franchises, rights described in the Bill of Sale, the Assignment, and all of the other assets of each Seller including, without limitation, all assets associated with the QuSomes, EquaSomes and HyperSorb drug delivery technologies, but excluding the Excluded Assets set forth in Schedule 2.2 of the APA. The Purchased Assets shall also include all right and title and interest of Seller in and to all, of the following:

- (a) Customer accounts described on Schedule 2.1(a) of the APA.
- (b) The books and records, and other information, relating to Assignors' customer accounts held by the entities.
- (c) All Contracts described on Schedule 2.1(c) of the APA, except for the Princeton Lease, Keller Employment Agreement, Oertle Employment Agreement and Cardium Agreement.
- (d) All Records.
- (e) All Intellectual Property (including the name "BioZone" and biozonelabs.com).
- (f) All computer software, including source code, executable code, data, databases, and related documentation.
- (g) All advertising and promotional materials.
- (h) All permits and licenses listed on Schedule 2.4 of the APA.
- (i) Such other Properties of Sellers listed on Schedule 2.1(j) of the APA

SCHEDULE 2(b)
ASSUMED LIABILITIES

1. The Contracts (see Schedule 2.1(c) of the APA), except for the Princeton Lease, Keller Employment Agreement, Oertle Employment Agreement and Cardium Agreement.
2. All of BioZone Laboratories' employee salaries and benefits after the Closing Date, including vacation accruals.
3. The Factoring Agreement.
4. Trade Payables shall be prorated among the Seller and Purchaser as of the Closing Date.
5. The annuity fees for the pending patents reflected on Schedule 5.24 of the APA shall be prorated among the Seller and Purchaser as of the Closing Date.
6. Roof repair on the building located at 580 Garcia Avenue.
7. The Company is required to maintain set amounts of inventory for various customers. As it sells that inventory, it must replenish it.
8. Those Assumed Liabilities attached hereto.

SCHEDULE 2(e)
EXCLUDED ASSETS

1. All cash on hand of Sellers.
2. Original corporate books and records of Sellers; however, copies shall be provided to Purchaser.
3. Ownership in Valentech International, LLC.
4. Ownership in Valentech SAS.
5. Cardium shares.

SCHEDULE 4(e)

CONSENTS

1. Under the Garcia Lease, consent is needed from 580 Garcia Properties, LLC. In lieu of obtaining the consent, the parties have agreed that they will enter into an Indemnification Agreement.
2. Consent is needed from Empire Business Park in accordance with the Empire Lease.
3. Under the Factoring Agreement, consent is needed from Midland American Capital Corporation. In lieu of obtaining the consent, the parties have agreed that Musclempharm will pay off the amounts owed under the Factoring Agreement and they will enter into a side agreement.
4. Consent is need from Cosmetic Dermatology, Inc. in accordance with that certain Manufacturing Agreement dated as of August 1st, 2012, by and among BioZone Laboratories, Inc. and Cosmetic Dermatology, Inc.
5. Consent is needed from Fidelity Capital Partners, LLC with regards to the Equipment Lease Agreement dated as of February 25, 2013 by and between Fidelity Capital Partners, LLC and BioZone Laboratories, Inc., as amended
6. Consent is needed from Macquarie Equipment Finance, Inc. with regards to the Lease Agreement dated as of March 6, 2013 by and between BioZone Laboratories, Inc. and Macquarie Equipment Finance, Inc.
7. Consent is needed from Macquarie Equipment Finance, Inc. with regards to the Lease Agreement dated as of March 6, 2013 by and between BioZone Laboratories, Inc. and Macquarie Equipment Finance, Inc.
8. Biozone Laboratories, Inc. ("Labs") is a guarantor of the mortgage held by General Electric Capital Corporation (the "Lender") on the factory facility located at 580 Garcia Avenue, Pittsburg, Calif. Under the terms of the Guarantee, Labs may not assign or transfer all or substantially all of its assets without the consent of the Lender. The parties have agreed that it is in their mutual best interests not to seek the consent of the Lender in connection with the Transactions

EXHIBIT A