

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391361

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Battle Sports Science, LLC		06/20/2016	Limited Liability Company: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Active Brands Company, LLC		
<b>Street Address:</b>	2111 South 67th Street		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68106		
<b>Entity Type:</b>	Corporation: NEBRASKA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4605774	BATTLE SPORTS SCIENCE	
<b>Registration Number:</b>	4605775	B	
<b>Registration Number:</b>	4427901	IMPACT INDICATOR	
<b>Registration Number:</b>	4404858	BATTLESMAST	
<b>Registration Number:</b>	4616238	BATTLE	
<b>Registration Number:</b>	4695613	BATTLE XFAST	
<b>Registration Number:</b>	4819358	XFAST	
<b>Serial Number:</b>	87048653	BATTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4023461148		
<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>			
<b>Phone:</b>	(402) 346-6000		
<b>Email:</b>	trademarks.bikus@kutakrock.com		
<b>Correspondent Name:</b>	Christopher M. Bikus		
<b>Address Line 1:</b>	Kutak Rock LLP		
<b>Address Line 2:</b>	1650 Farnam St.		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68102		

OP \$215.00 4605774

<b>NAME OF SUBMITTER:</b>	Christopher M. Bikus
<b>SIGNATURE:</b>	/Christopher M. Bikus/
<b>DATE SIGNED:</b>	07/13/2016
<b>Total Attachments: 3</b> source=Trademark_Assignment#page1.tif source=Trademark_Assignment#page2.tif source=Trademark_Assignment#page3.tif	

## Trademark Assignment Agreement

This **Trademark Assignment Agreement** ("Assignment") is made and entered into as of this 14 day of June, 2016 (the "Effective Date"), by and between **Active Brands Company, LLC**, a Nebraska limited liability company ("Assignee"), and **Battle Sports Science, LLC**, a Nebraska limited liability company ("Assignor").

**WHEREAS**, Assignee is desirous of acquiring the entire right, title and interest in and to the Assignor's the "Marks," as set forth on SCHEDULE A and as further defined below;

**WHEREAS**, Assignor is the sole and exclusive owner of the Marks;

**WHEREAS**, Assignor desires to assign its entire right, title, and interest in and to the Marks, and Assignee desires to receive an assignment of Assignor's entire right, title, and interest therein and thereto, including (without limitation) all goodwill associated therewith and symbolized thereby.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, Assignor makes the following assignment to Assignee:

1. **The Marks.** The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill), all applications for registration therefor, and all registrations thereof (the "Marks") are as identified on SCHEDULE A (attached hereto and made a part hereof).

2. **Assignment.** Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Marks throughout the world and any and all rights to any registrations therefor or applications for registrations thereof which may now or hereafter exist anywhere in the world, together with all of Assignor's goodwill associated therewith or symbolized thereby throughout the world.

3. **Other Actions.** Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee sole and exclusive title to the Marks and the rights transferred hereunder. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver any and all such documents or instruments as Assignee may deem necessary or appropriate to vest in Assignee sole and exclusive right, title, and interest in and to the Marks and all other rights assigned hereunder. Such appointment shall be deemed to be a power coupled with an interest and is, therefore, irrevocable.


4. **Additional Rights.** In addition to the above-specified rights, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership or use rights of the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense.

5. **Communications.** Assignee is authorized to communicate with the United States Patent and Trademark Office (and corresponding offices or agencies in individual states of the United States or in other countries of the world), and the United States Patent and Trademark Office (and corresponding offices or agencies in individual states of the United States or other countries of the world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

**IN WITNESS WHEREOF**, the parties have executed this Assignment with the intent that it be effective as of the Effective Date.

**Active Brands Company, LLC**

Signature: 

Title: 

Date: 6.20.16

**Battle Sports Science, LLC**

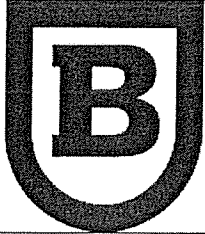


Signature: 

Title: 

Date: 6.20.16

SCHEDULE A

The Marks being assigned are as identified below:

MARK	SERIAL/REGISTRATION NO.	REGISTRATION/FILING DATE
Battle Sports Science	4,605,774	September 16, 2014
	4,605,775	September 16, 2014
IMPACT INDICATOR	4,427,901	November 5, 2013
BattleSmart	4,404,858	September 17, 2013
	4,616,238	October 7, 2014
BATTLE XFAST	4,695,613	March 3, 2015
XFAST	4,819,358	September 22, 2015
	87,048,653	May 24, 2016