

900374190 08/09/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM394399

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redefine Nutrition, LLC <i>JS</i>		07/14/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Performance Nutrition Formulators, LLC <i>JS</i>		
Doing Business As:	VMI Sports		
Street Address:	3838 Oak Lawn Ave, Suite 510		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85328929	ARIMISTANE	
CORRESPONDENCE DATA			
Fax Number:	2142200206		
<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:	9729652282		
Email:	jstephens@sifford.com		
Correspondent Name:	Jennifer Stephens		
Address Line 1:	3838 Oak Lawn Ave Suite 510		
Address Line 4:	Dallas, TEXAS 75219		
NAME OF SUBMITTER:	Jennifer Stephens		
SIGNATURE:	/Jennifer Stephens/		
DATE SIGNED:	08/09/2016		
Total Attachments: 4			
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OP \$40.00 85328929

TRADEMARK SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") is being entered into by and between PERFORMANCE NUTRITION FORMULATORS, LLC D/B/A VMI SPORTS, a Texas Limited Liability Corporation (herein referred to as "Purchase" or "VMI"), and REDEFINE NUTRITION, LLC, a Georgia Limited Liability Company (herein referred to as ("Seller" or "Redefine"), and shall be effective as of the 14th day of July, 2016 (the "Closing Date").

INTRODUCTION

WHEREAS, Seller desires to sell and Purchaser desires to purchase all right, title and interest to the trademark "ARIMISTANE" on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1

SALE

1.01. Seller agrees to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase or accept from Seller, the following:

(a) All of Seller's rights, title and interests in the trademark ARIMISTANE, Serial Number 85328929 (the "Trademark");

(b) All of Seller's rights and interests to all claims and/or damages that have or may have accrued from May 15, 2012 to the present against any person or entity who has used the ARIMISTANE trademark without permission or a license from Seller.

1.02 Consideration for Sale. In consideration of the sale and transfer of the Trademark identified above, and the representations, warranties, and covenants of Seller

Redacted

ARTICLE 2

SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Purchaser that the following facts and circumstances are, and at all times up to the date of this Agreement will be, true and correct:

2.01. The corporate Seller, REDEFINE NUTRITION, LLC has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the Seller.

2.02. The Seller is the absolute beneficial owner of the Trademark, with good and marketable title, free and clear of any liens, pledges, charges, encumbrances or rights.

2.03. The Seller is exclusively entitled to possess and dispose of the Trademark.

2.04. The Seller does not have any outstanding contracts, license agreements, or commitments of any kind, written or oral, with any third party regarding the Trademark.

2.05. There are no claims threatened or pending related to the Trademark or the licensing thereof.

2.06. The Trademark is duly registered with the United States Patent and Trademark Office ("USPTO") in order that the rights associated with the Trademark is protected and Seller is unaware of any action by or through the USPTO challenging the Trademark.

2.07. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each warranty and representation.

2.08. Seller acknowledges that as of the date of this Agreement, Seller has no claims against Purchaser for trademark infringement related to the Trademark.

ARTICLE 3

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that:

3.01. Authority. Purchaser has full power and authority to execute, deliver, and consummate this Agreement. All acts, reports, and returns required to be filed by Purchaser with any government or regulatory agency with respect to this transaction have been or will be properly filed prior to the effective date of this Agreement. No provisions exist in any contract, document, or other instrument to which Purchaser is a party or by which Purchaser is bound that would be violated by consummation of the transactions contemplated by this Agreement.

ARTICLE 4

PARTIES' OBLIGATIONS AT THE CLOSING

4.01. Seller's Obligation at Closing. At the Closing, Seller shall execute this Agreement and thereby sell, convey, transfer, assign, and deliver to Purchaser all of Seller's rights and interest in and to the Trademark identified above.

4.02. Purchaser's Obligation at Closing. At the Closing, Purchaser shall deliver to

Redacted

ARTICLE 5

SELLER'S OBLIGATIONS AFTER THE CLOSING

5.01. Seller agrees that, after the Closing Date of this Agreement, it will not use or employ the name ARIMISTANE for the sale of products in the United States. Seller also agrees that, in order to comply with this covenant, it will agree to sign any documents provided by Purchaser that are necessary to effectuate the terms set forth in this Agreement, including any conveyance documents to be filed with the USPTO.

5.02. Seller shall be permitted to sell products containing ARMINISTANE outside of the United States; however Seller agrees to notify Purchaser via email transmission the details of all transactions for such sales of all products containing ARIMISTANE, including the quantity being manufactured, the quantity being sold and the destination of all such sales. Such information shall be delivered to Purchaser within 30 days of such sale.

ARTICLE 6

GENERAL PROVISIONS

6.01. Survival of Representations, Warranties & Covenants. The representations, warranties, covenants, and agreements of the parties contained in this Agreement or contained in any writing delivered pursuant to this Agreement shall survive the date of this Agreement.

6.02. Governing Law & Venue. This Agreement shall will be construed and governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be Dallas County, Texas.

6.03. Amendments; Waiver. This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate authority. No waiver of any provision of this Agreement shall arise from any action or inaction of any party, except an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

6.04. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is(a) in writing,(b) bears a date contemporaneous with or subsequent to the date of this Agreement, and(c) is agreed to by all parties to this Agreement. On execution of this Agreement, all prior agreements or understandings between the parties shall be null and void.

SIGNED and AGREED to by:

PURCHASER:

PERFORMANCE NUTRITION FORMULATORS, LLC

By: _____

Frank Fenimore, Jr.

7/14/16

SELLER

REDEFINE NUTRITION, LLC

By: _____

Kyung Kim

Trademark Sale and Purchase Agreement

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TRADEMARK

RECORDED: 08/09/2016

REEL: 005856 FRAME: 0827