

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396491

<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>
PROMAX NUTRITION CORPORATION		08/18/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIFESTYLE EVOLUTION, INC.		
<b>Street Address:</b>	520 Second Street		
<b>City:</b>	Oakmont		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15139		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86659992	CARB SENSE	
<b>Registration Number:</b>	4147098	PROMAX	
<b>Registration Number:</b>	3975625	PROMAX	
<b>Serial Number:</b>	86307327	PROMAX	
<b>Registration Number:</b>	3905788	PROMAX NUTRITION	
<b>Registration Number:</b>	4576397	PROMAX PRO SERIES	
<b>Registration Number:</b>	4176430	PROMAX. LIFE IS GO.	
<b>Registration Number:</b>	4444713	PROTEIN FOR THE PEOPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125719553		
<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>	4125719552		
<b>Email:</b>	acornelius@ajciplaw.com		
<b>Correspondent Name:</b>	Andrew J. Cornelius		
<b>Address Line 1:</b>	305 Mt. Lebanon Boulevard		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15234		
<b>NAME OF SUBMITTER:</b>	Andrew J. Cornelius		
<b>SIGNATURE:</b>	/Andrew J. Cornelius/		

OP \$215.00 86659992

<b>DATE SIGNED:</b>	08/26/2016
<b>Total Attachments: 4</b> source=Promax Assignment#page1.tif source=Promax Assignment#page2.tif source=Promax Assignment#page3.tif source=Promax Assignment#page4.tif	

**ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (the "Assignment of Trademarks") made as of August 18, 2016 by **PROMAX NUTRITION CORPORATION**, a Delaware corporation ("Assignor"), to **LIFESTYLE EVOLUTION, INC.**, a Pennsylvania corporation ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of August 5, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Purchased Assets, including without limitation the Purchased Intellectual Property. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement.

Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as are acceptable to Assignee to assign all of Assignor's right, title and interest in and to the Purchased Intellectual Property.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under all of the Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names that constitute Purchased Intellectual Property, including the Intellectual Property listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Marks**").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the consideration set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, and each of them, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue and recover for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made, and all common law rights in the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

**[Remainder of this page intentionally blank]**

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

**PROMAX NUTRITION  
CORPORATION**

By   
Name: Simon Goode  
Title: Chief Executive Officer

[SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

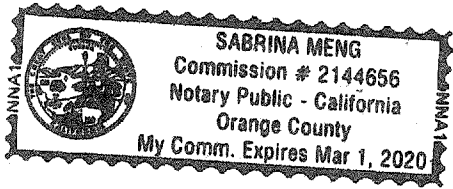
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On 08/17/2016 before me, Sabrina Meng, notary public
Date Here Insert Name and Title of the Officer
personally appeared Simon David Goode
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment of Domains and Trademarks
Document Date: 8/17/2016 Number of Pages: 3
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Simon David Goode
[ ] Corporate Officer -- Title(s):
[ ] Partner -- [ ] Limited [ ] General
[X] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

Signer's Name:
[ ] Corporate Officer -- Title(s):
[ ] Partner -- [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

SCHEDULE A

Registered Trademarks

<u>Servicemark or Trademark</u>	<u>U.S. or Foreign Serial No./Registration No.</u>
CARB SENSE	86/659,992
CARB SENSE	Application No. 1742640 (CANADA)
FIT 'N CRISP	TMA856,601 (CANADA)
PROMAX	4,147,098
PROMAX	3,975,625
PROMAX	86/307,327
PROMAX	TMA787,907 (CANADA)
PROMAX NUTRITION	3,905,788
PROMAX PRO SERIES	4,576,397
PROMAX PRO SERIES	TMA862,018 (CANADA)
PROMAX. LIFE IS GO.	4,176,430
PROMAX. LIFE IS GO.	TMA870,450 (CANADA)
PROTEIN FOR THE PEOPLE	4,444,713
PROTEIN FOR THE PEOPLE	Application No. 1594295 (CANADA)