

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	04/28/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jason Enterprises, Inc.		06/27/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dr. Wayne Scott Andersen		
<b>Street Address:</b>	3235 Harness Creek Road		
<b>City:</b>	Annapolis		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21403		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4897081	STOP. CHALLENGE. CHOOSE. 12-WEEK HEALTH	
<b>Registration Number:</b>	4780226	STOP. CHALLENGE. CHOOSE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	416-216-2465		
<b>Email:</b>	christine.delint@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Norton Rose Fulbright Canada LLP		
<b>Address Line 1:</b>	Royal Bank Plaza, S. Tower, 200 Bay St.		
<b>Address Line 2:</b>	Ste 3800, PO Box 84, Attn. C. de Lint		
<b>Address Line 4:</b>	Toronto, Ontario, CANADA M5J 2Z4		
<b>ATTORNEY DOCKET NUMBER:</b>	55947485-42US		
<b>NAME OF SUBMITTER:</b>	Christine de Lint		
<b>SIGNATURE:</b>	/CdeLint/		
<b>DATE SIGNED:</b>	09/15/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK AGREEMENT

This Trademark Assignment (the "Agreement") is effective as of the 28th day of April, 2016 (the "Effective Date") by and between Jason Enterprises, Inc., a Delaware Corporation with a principal place of business at 11445 Cronhill Drive, Owings Mills, Maryland (the "Company") and Dr. Wayne Scott Andersen, an individual residing at 3235 Harness Creek Road, Annapolis, Maryland ("Dr. Andersen").

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. The Company assigns, grants and transfers to the Dr. Andersen, all of the Company's right, title, and interest in and to the Trademarks listed in Exhibit A, incorporated herein by reference ("Trademarks"), including any trademark registrations and applications, along with the goodwill of the business symbolized by the use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, the same to be held and enjoyed by Dr. Andersen for his own use and enjoyment and the use and enjoyment of his successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this assignment had not been made (the "Assignment").

The Company agrees to take all commercially reasonable steps necessary to promptly expedite any perfection of Dr. Andersen's ownership in and to the Trademarks. The Company hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Dr. Andersen as owner of all right, title and interest therein, or otherwise as Dr. Andersen may direct, in accordance with the terms of the Agreement.

2. Execution and Delivery. Upon Dr. Andersen's request, the Company agrees it will take such commercially reasonable actions and execute such documents (including, without limitation, the execution and delivery of documents in recordable form as may be necessary to vest in and secure unto Dr. Andersen the full right, title and interest in and to the Trademarks.

3. Warranty Disclaimer. THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

4. Limitation of Liability. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO ANY USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- a. Independent Contractors. The parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither party has any right or authority to bind the other in any way.
- b. Modification and Waiver. The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
- c. Governing Law. This Agreement shall be governed and interpreted under the Laws of the State of Maryland without regard to the conflicts of law provisions thereof.
- d. Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.
- e. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- f. Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.
- g. Non-Exclusive Remedies. The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.



Dr. Wayne Scott Andersen

9-14-16

Date



Jason Groves, President  
Jason Enterprises, Inc.

6/27/16

Date



Exhibit A

1. Trademarks:

a. Registered

	Trade-mark	App Date & No.	Reg Date & No.	Status
1 USPTO	<b>STOP. CHALLENGE. CHOOSE.</b> <hr/> 12-Week Health Transformation	31-MAY-2014 86/296,964	09-FEB-2016 4,897,081	Registered
2 USPTO	STOP. CHALLENGE. CHOOSE.	31-MAY-2014 86/296,966	28-JUL-2015 4,780,226	Registered

b. Unregistered

Stop.Challenge.Choose

Stop Challenge Choose

Stop. Challenge. Choose.

The Stop Challenge Choose 12-Week Health Transformation

**STOP.  
CHALLENGE.  
CHOOSE.**

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12-Week Health Transformation

**STOP.  
CHALLENGE.  
CHOOSE.**