

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399699

<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>
ProMera Health, LLC		08/30/2016	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vireo Systems, Inc.		
<b>Street Address:</b>	305 Williams Avenue		
<b>City:</b>	Madison		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37115		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86207666	THERMA BLAST	
<b>Registration Number:</b>	4879311	GLUTA BLAST	
<b>Registration Number:</b>	4733409		
<b>Serial Number:</b>	86387745	CON-CRET BLACK	
<b>Serial Number:</b>	86399643	B	
<b>Registration Number:</b>	4565116	WOMEN'S ELITE	
<b>Registration Number:</b>	4507558	PEAK400	
<b>Registration Number:</b>	4493443		
<b>Registration Number:</b>	4964868	TURN UP THE HEAT	
<b>Registration Number:</b>	4071902	BETA-CRET	
<b>Registration Number:</b>	4353223		
<b>Registration Number:</b>	4217779	PROMERA SPORTS	
<b>Registration Number:</b>	3222738	CON-CRET	
<b>Registration Number:</b>	4112219	CON-CRET REINFORCED	
<b>Registration Number:</b>	4985498	SNAKE FRUIT	
<b>Serial Number:</b>	86876074	STAY ACTIV	
<b>Registration Number:</b>	4244957	PROMERA	
<b>Registration Number:</b>	4527911	CAPSI BLAST	
<b>Registration Number:</b>	3384467	PROMERA HEALTH LLC THE SCIENCE OF STRENG	
<b>TRADEMARK</b>			

OP \$515.00 86207666

Property Type	Number	Word Mark
Registration Number:	4690940	PUMP EXTREM

**CORRESPONDENCE DATA**

**Fax Number:** 2565175285  
*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.*  
**Phone:** 256-517-5140  
**Email:** wbabcock@bradley.com  
**Correspondent Name:** Stephen H. Hall  
**Address Line 1:** 200 Clinton Avenue West  
**Address Line 2:** Suite 900  
**Address Line 4:** Huntsville, ALABAMA 35801

<b>NAME OF SUBMITTER:</b>	Stephen H. Hall
<b>SIGNATURE:</b>	/Stephen H. Hall/
<b>DATE SIGNED:</b>	09/26/2016

**Total Attachments: 7**  
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## INTELLECTUAL PROPERTY ASSIGNMENT

August 30, 2016

Effective as of the date set forth above (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ProMera Health, LLC, a Massachusetts limited liability company ("**Seller**"), does hereby sell, transfer and set over to Vireo Systems, Inc., a Tennessee corporation ("**Purchaser**"), pursuant to the terms of that certain Asset Purchase Agreement by and among Seller, Purchaser, HTG Ventures, LLC, a Massachusetts limited liability company ("**HTGV**"), Harvest Trading Group, Inc., a Massachusetts corporation ("**HTGI**"), Harvest Trading Group Technologies, Inc., a Massachusetts corporation ("**HTG Tech**"), Timothy Kensinger ("**Kensinger**"), John Lewis ("**John Lewis**"), and James Lewis ("**James Lewis**"; HTGV, HTGI, HTG Tech, Kensinger, John Lewis, and James Lewis, collectively, the "**HTGV Parties**"), dated as of the same date as this Assignment (the "Asset Purchase Agreement"), all of Seller's worldwide rights, title and interest in and to the following intellectual property included in the definition of the Purchased Assets (as defined in the Asset Purchase Agreement): (a) all of the formulations of the Products (as defined in the Asset Purchase Agreement) and related know-how; (b) all United States and foreign patents, patent applications, and patentable subject matter; (c) all trade secrets and proprietary information; (d) all copyrights and works of authorship, including but not limited to marketing materials, including trade show booths, brochures, and branded items, related to the Products or the Business (as defined in the Asset Purchase Agreement), and all photographs and content contained thereon or in any social media accounts, websites, online portals, databases, or YouTube videos; (e) all trademarks, service marks, names and logos, including those trademarks, service marks, names, and logos described on Schedule 1 hereto; and (f) all the domain names, websites, and social media accounts, including those described on Schedule 2 hereto (collectively, the "Intellectual Property"), together with any pending applications or registrations (including any renewals or extensions of such applications and registrations) related to the Intellectual Property, along with the goodwill of the business in connection with which the Intellectual Property is used and which is symbolized by the Intellectual Property, and all rights therein and thereto in any country or locality worldwide, and the right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for Purchaser's use and that of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Seller if this assignment had not been made. For the avoidance of doubt, the above shall not be deemed to expand the definition of Purchased Assets or Intellectual Property from that stated in the Asset Purchase Agreement.

Seller agrees to execute and deliver, at the request and expense of Purchaser, any papers, instruments and assignments reasonably necessary to vest in Purchaser all of Seller's right, title and interest in and to the Intellectual Property as well as the applications and registrations and any renewals or extensions of any applications and registrations for such Intellectual Property and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Seller.

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Schedule 1

Trademarks, Service Marks, Names and Logos

Attached.

City	Trademark Name	Status	Application Number	Filing Date	Reg Number	Reg Date
AU	PRO TREN	Registered	1543804	02/28/2013	1543804	08/28/2013
AU	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011
AU	AMINO-TREN	Closed				
BR	CON-CRET	Published	840078870	04/03/2012		
CA	WOMEN'S ELITE	Published	1640782	08/23/2013		
CA	BETA-CRET and Design	Registered	1531304	06/10/2011	882503	07/21/2014
CA	AMINO TREN	Published	1682567	06/25/2014		
CA	GLUTA-TREN	Registered	1531305	06/10/2011	882743	07/24/2014
CA	PROMERA SPORTS	Registered	1584898	07/05/2012	885897	09/16/2014
CA	TURN UP THE HEAT	Allowed	1614927	02/20/2013		
CA	PEAK 400	Registered	1638845	08/09/2013	933235	04/01/2016
CA	CON-CRET and Design	Registered	1527229	05/10/2011	834392	10/16/2012
CA	CAPSI-BLAST	Registered	1640177	08/20/2013	910861	08/11/2015
CH	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011
CL	CON-CRET	Registered	1101523	04/04/2014	1162768	04/17/2015
CL	PROMERA SPORTS and Design	Registered	1101524	04/04/2014	1162769	04/17/2015
CN	CON-CRET	Refused	A0024626	05/16/2011	1078683	05/16/2011
CN	CON-CRET	Refused	10665512	03/23/2012		
CN	CON-CRET CREATINE HCL and Device	Pending	18549032	12/09/2015		
CN	PROMERA SPORTS and Device	Pending	18549031	12/09/2015		
CN	CON-CRET CREATINE HCL	Pending	18549029	12/09/2015		
CN	PROMERA SPORTS	Pending	18549030	12/09/2015		
EG	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011
EM	PROMERA SPORTS	Registered	010982841	06/21/2012	010982841	11/01/2012
EM	PRO TREN	Registered	011617677	03/01/2013	011617677	07/11/2013
EM	PEAK400	Registered	A0045515	10/06/2014	1221476	10/06/2014
EM	PROMERA HEALTH	Registered	010982891	06/21/2012	010982891	11/01/2012
EM	PUMP EXTREM	Registered	A0044030	07/25/2014	1217768	07/25/2014
EM	GLUTA BLAST	Registered	A0044772	08/29/2014	1217154	08/29/2014
EM	WOMEN'S ELITE	Registered	A0036919	07/18/2013	1170812	07/18/2013
EM	BETA-CRET	Registered	A0036872	07/16/2013	1170466	07/16/2013
EM	CON-CRET	Registered	009872508	06/16/2011	009872508	10/06/2011
EM	CON-CRET	Registered	010730117	03/15/2012	010730117	09/26/2012

	LOGO (COLOUR MARK)						
EM	CON-CRET LOGO (LABEL)	Registered	010761732	03/27/2012	010761732	08/09/2012	
EM	ISO-PROTIC	Registered	011486222	01/14/2013	011486222	05/28/2013	
EM	MASS- DOMINATOR	Registered	011486164	01/14/2013	011486164	05/28/2013	
EM	AMINO TREN	Registered	012036364	08/02/2013	012036364	12/12/2013	
EM	CAPSI BLAST	Registered	A0036941	07/19/2013	1171408	07/19/2013	
IN	PROMERA	Pending	2368091	07/23/2012			
IN	CON-CRET	Registered	2368090	07/23/2012	1152657	01/28/2014	
IR	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011	
JP	CON-CRET	Refused	A0024626	05/16/2011	1078683	05/16/2011	
KR	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011	
KW	GLUTA-TREN and Design	Registered	122092	07/07/2011	99592	02/12/2012	
KW	BETA-CRET	Registered	122091	07/07/2011	99591	02/12/2012	
KW	CON-CRET	Registered	122090	07/07/2011	99590	02/12/2012	
MX	PROMERA SPORTS and Design	Refused	A0041125	03/03/2014	1202590	03/03/2014	
MX	CON-CRET and Design	Refused	1263051	03/30/2012			
MX	PROMERA CON-CRET and Design	Abandoned	1509530	07/24/2014			
NO	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011	
NZ	BETA-CRET	Registered	845434	01/11/2011	845434	01/09/2012	
NZ	CON-CRET	Registered	845432	07/08/2011	845432	01/09/2012	
OM	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011	
RU	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011	
SG	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011	
TR	PROMERA SPORTS	Registered	2013/54811	06/19/2013	2013 54811	07/25/2014	
TR	WOMEN'S ELITE	Registered	A0036919	07/18/2013	1170812	07/18/2013	
TR	BETA-CRET	Registered	A0036872	07/16/2013	1170466	07/16/2013	
TR	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011	
TR	CAPSI BLAST	Registered	A0036941	07/19/2013	1171408	07/19/2013	
TR	PRO-TREN	Registered	2103/64972	07/25/2013	2013/64972	08/26/2014	
UA	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011	
US	ProMera	Registered	85/556392	02/29/2012	4244957	11/20/2012	
US	CAPSI BLAST	Registered	85/854669	02/20/2013	4527911	05/13/2014	
US	PROMERA HEALTH LLC THE SCIENCE OF STRENGTH AND WELLNESS and Design	Registered	77/191701	05/29/2007	3384467	02/19/2008	
US	PUMP EXTREM	Registered	86/177476	01/28/2014	4690940	02/24/2015	

US	THERMA BLAST	Allowed	86/207666	02/28/2014		
US	GLUTA BLAST	Registered	86/213992	03/07/2014	4879311	01/05/2016
US	WARNING TAPE (pink and black design)	Registered	86/258519	04/22/2014	4733409	05/05/2015
US	ISO BLAST	Abandoned	86/383695	09/03/2014		
US	CON-CRET BLACK	Published	86/387745	09/08/2014		
US	ISO ZONE	Abandoned	86/389595	09/09/2014		
US	B and Design	Published	86/399643	09/19/2014		
US	WOMEN'S ELITE	Registered	85/858701	02/25/2013	4565116	07/08/2014
US	PEAK400	Registered	85/855893	02/21/2013	4507558	04/01/2014
US	WARNING TAPE (Stylized and/or Design mark)	Registered	85/758284	10/19/2012	4493443	03/11/2014
US	AMINO TREN	Cancelled	85/774924	11/08/2012	4560951	07/01/2014
US	TURN UP THE HEAT	Registered	85/851415	02/15/2013	4964868	05/24/2016
US	MICRO- DOSING	Abandoned	86/330546	07/08/2014		
US	BETA-CRET	Registered	85/214998	01/11/2011	4071902	12/13/2011
US	SNAKE (Stylized and/or Design mark)	Registered	85/742846	10/01/2012	4353223	06/18/2013
US	GLUTA-TREN	Cancelled	85/215712	01/12/2011	4075248	12/20/2011
US	STAY ACTIV	Cancelled	77/566930	09/10/2008	3653727	07/14/2009
US	MICRODOSING	Abandoned	86/589285	04/07/2015		
US	PROMERA SPORTS and Design	Registered	85/556806	02/29/2012	4217779	10/02/2012
US	CON-CRET	Registered	78/896043	05/30/2006	3222738	03/27/2007
US	CON-CRET REINFORCED	Registered	77/797524	08/05/2009	4112219	03/13/2012
US	THERMA- TREN	Abandoned	85/690343	07/30/2012		
US	SNAKE FRUIT	Registered	85/742823	10/01/2012	4985498	06/21/2016
US	MICRO DOSING	Abandoned	86/628368	05/13/2015		
US	GLUTA-BLAST	Abandoned	86/648767	06/02/2015		
US	Cancellation of AMINO TREN	Closed	92059544	07/10/2014		
US	Cancellation of GLUTA-TREN	Closed	92059536			
US	STAY ACTIV	Published	86876074	01/14/2016		
WP	PEAK400	Registered	A0045515	10/06/2014	1221476	10/06/2014
WP	PROMERA SPORTS and Design	Registered	A0041125	03/03/2014	1202590	03/03/2014
WP	PUMP EXTREM	Registered	A0044030	07/25/2014	1217768	07/25/2014



WP	GLUTA BLAST	Registered	A0044772	08/29/2014	1217154	08/29/2014
WP	WOMEN'S ELITE	Registered	A0036919	07/18/2013	1170812	07/18/2013
WP	BETA-CRET	Registered	A0036872	07/16/2013	1170466	07/16/2013
WP	CON-CRET	Registered	A0024626	05/16/2011	1078683	05/16/2011
WP	CAPSI BLAST	Registered	A0036941	07/19/2013	1171408	07/19/2013
ZA	BETA-CRET	Registered	2011/16659	07/08/2011	2011/16659	01/23/2013
ZA	CON-CRET	Registered	2011/16658	07/08/2011	2011/16658	01/23/2013