

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impact Beverage, LLC		01/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NantWorks, LLC		
Street Address:	9920 Jefferson Boulevard		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4819044	HEADON	
Registration Number:	4805360		
Registration Number:	4852390	LONG LIVE THE ATHLETE	
CORRESPONDENCE DATA			
Fax Number:	7029498376		
<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:	702.949.8200		
Email:	TRADEMARKS-LASVEGAS@LRRRC.COM		
Correspondent Name:	Michael J. McCue		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Ste. 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	Impactbeverage		
NAME OF SUBMITTER:	Michael J. McCue		
SIGNATURE:	/Michael J. McCue/		
DATE SIGNED:	04/11/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 20, 2017, is made by Impact Beverage, LLC ("Assignor"), a Delaware limited liability company located at 7350 E. Progress Place, Suite 100, Greenwood Village, Colorado 80111, in favor of NantWorks, LLC ("Assignee"), a Delaware limited liability company located at 9920 Jefferson Boulevard, Culver City, California 90232. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with all of the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Exhibit A and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under the trademarks set forth on Exhibit A provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal and state government officials to record and register this Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR

Impact Beverage, LLC

by NantWorks, LLC as Secured Lender

By: _____

Name: _____

Title: _____

ASSIGNEE

NantWorks, LLC

By: _____


Name: _____

Title: _____

TRADEMARK

REEL: 006031 FRAME: 0593

EXHIBIT A

Trademark	Country	Application No.	Registration No.
HEADON	United States	86/301,793	4,819,044
HEADON	Argentina	3372718	
HEADON	Australia <i>(through Madrid Protocol)</i>	1242398	1242398
HEADON	Brazil	908716087	
HEADON	Canada	1705795	
HEADON	China <i>(through Madrid Protocol)</i>	1242398	1242398
HEADON	Columbia <i>(through Madrid Protocol)</i>	1242398	
HEADON	European Community <i>(through Madrid Protocol)</i>	1242398	1242398
HEADON	India <i>(through Madrid Protocol)</i>	1242398	
HEADON	Japan <i>(through Madrid Protocol)</i>	1242398	1242398
HEADON	Korea <i>(through Madrid Protocol)</i>	1242398	1242398
HEADON	Mexico <i>(through Madrid Protocol)</i>	1242398	
HEADON	Peru	598901-2014	00222798
HEADON	Russia	1242398	
	United States	86/383,185	4,805,360
LONG LIVE THE ATHLETE	United States	86/401,986	4,852,390