

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MuscleDriver USA, LLC		04/28/2017	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Coulter Ventures, LLC		
Street Address:	1080 STEELWOOD ROAD		
City:	COLUMBUS		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4141248	PENDLAY	
Registration Number:	4137801	MDUSA	
Registration Number:	4137799	MUSCLEDRIVER USA THE SUPPLIER OF CHAMPIO	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	067433-25 Assignment		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	05/02/2017		
Total Attachments: 4			
source=(27245680)_ (1)_Executed MuscleDriver Trademark Assignment- Redacted#page1.tif			

CH \$90.00 4141248

source=(27245680)_ (1)_Executed MuscleDriver Trademark Assignment- Redacted#page2.tif
source=(27245680)_ (1)_Executed MuscleDriver Trademark Assignment- Redacted#page3.tif
source=(27245680)_ (1)_Executed MuscleDriver Trademark Assignment- Redacted#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of April, 2017, by and between, MuscleDriver USA, LLC ("MuscleDriver"), a South Carolina limited liability company with an address of 460 Greenway Industrial Drive, Suite J, Fort Mill, South Carolina 29708, by and through Robert F. Anderson, the duly appointed Chapter 7 Trustee of the assets of MuscleDriver in the Chapter 7 bankruptcy case of MuscleDriver filed in the United States Bankruptcy Court for the District of South Carolina (the "Bankruptcy Court"), Case No. 16-05140 ("Assignor"), and Coulter Ventures, LLC, an Ohio limited liability company with an address of 1080 Steelwood Road, Columbus, Ohio 43212 ("Assignee"). In consideration of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

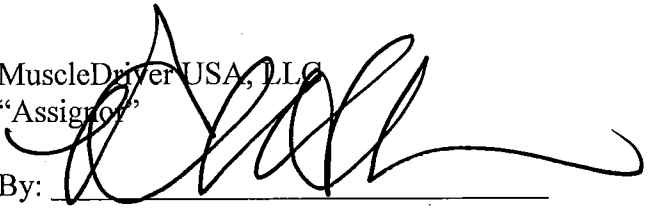
1. Assignor hereby irrevocably sells, assigns, grants, transfers and sets over unto Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest throughout the world in and to the trademarks listed on the attached Schedule A, including all stylizations and logos associated therewith, whether registered or unregistered, together with all national, foreign, state and common law rights, registrations or applications, renewals or extensions thereof or applications for such; all goodwill associated therewith, all copyright therein, all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the intellectual property; and to settle and retain proceeds from any such actions (the "Intellectual Property").
2. In consideration for the rights granted to Assignee herein, Assignee shall pay Assignor a one-time sum in the amount of [REDACTED] in accordance with the order for the sale of assets dated March 24, 2017 issued by the Bankruptcy Court in Case No. 16-05140-hb ("Order") attached hereto as Exhibit B.

3. Assignor warrants and represents that: i) it has all right, title and interest in and to the Intellectual Property; ii) there are no liens or other encumbrances against Intellectual Property; iii) it is unaware of any third party uses or threatened claims or allegations concerning the Intellectual Property, and iv) that Assignor's signatory has the power and authority to enter into this Assignment and fulfill its obligations herein.
4. Assignor agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Intellectual Property, all at the sole cost and expense of Assignee, including but not limited to, making all required filings with the United States Patent and Trademark; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.
5. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.
7. All notices, demands, or other communications given under this Assignment shall be sent in writing to the other party.
8. Assignee hereby accepts the foregoing assignment and transfer of the Intellectual Property upon the terms and subject to the conditions contained herein.

[signatures on following page]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed by its duly appointed and authorized officer as of the date above first written.

MuscleDriver USA, LLC
"Assignor"

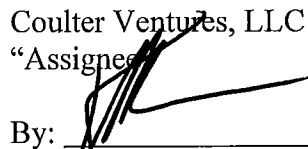


By: _____

Name: Robert F. Anderson, Trustee

Title: Duly Appointed Chapter 7 Trustee

Coulter Ventures, LLC
"Assignee"





By: _____

Name: General Counsel Kevin Mueller

Title: General Counsel

Schedule A

To the April 28, 2017 dated Trademark Assignment between MuscleDriver USA, LLC and Coulter Ventures, LLC.

Mark	Reg. No.	Reg. Date	Int. Classes
PENDLAY	4,141,248	May 15, 2012	25, 28, 35
 MDUSA	4,137,801	May 8, 2012	25, 35, 39, 40
 MUSCLEDRIVER USA THE SUPPLIER OF CHAMPIONS	4,137,799	May 8, 2012	25, 35, 40