

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swole Sports Nutrition LLC		04/15/2017	Corporation:
RECEIVING PARTY DATA			
Name:	BRS Ventures, LLC		
Street Address:	9858 Clint Moore Road #C111-250		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33496		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87045563	HER FIT	
Registration Number:	4301402	SWOLE	
Registration Number:	4508902	TEAM SWOLE	
Registration Number:	4301050	PREWREK	
Registration Number:	4175575	KREATE	
Registration Number:	4124644	GET SWOLE	
Registration Number:	4166745	SWOLE SPORTS	
Registration Number:	4170311	SWOLE	
Registration Number:	4076912	SWOLE	
CORRESPONDENCE DATA			
Fax Number:	9546060399		
<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:	9546060399		
Email:	bjr@trippscott.com		
Correspondent Name:	Bryan Shetsky		
Address Line 1:	4100 N Powerline Road Suite Z3		
Address Line 4:	Pompano Beach, FLORIDA 33073		
NAME OF SUBMITTER:	Bryan Shetsky		

OP \$240.00 87045563

SIGNATURE:	/Bryan Shetsky/
DATE SIGNED:	05/04/2017
Total Attachments: 7 source=Swole Assignment#page1.tif source=Swole Assignment#page2.tif source=Swole Assignment#page3.tif source=Swole Assignment#page4.tif source=Swole Assignment#page5.tif source=Swole Assignment#page6.tif source=Swole Assignment#page7.tif	

Trademark Assignment

This Trademark Assignment ("**Assignment**"), dated as of April 15, 2017, is made by Swole Sports Nutrition, LLC ("**Assignor**"), located at 4100 N Powerline Road, Suite Z3, Pompano Beach, Florida 33073, in favor of BRS Ventures, LLC, a Florida limited liability company ("**Assignee**"), located at 9858 Clint Moore Road, #C111-250, Boca Raton, Florida 33496.

WHEREAS, under the terms of this Assignment, Assignor desires to convey, transfer, and assign to Assignee, the trademarks of Assignor specified hereunder, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing Trademarks 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, 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

Swole Sports Nutrition, LLC

TRADEMARK
REEL: 006049 FRAME: 0941

By: _____

Name: Bryan Shetsky

Title: Manager

AGREED TO AND ACCEPTED:

BRS Ventures, LLC

By: _____

Name: Bryan Shetsky

Title: Manager

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. US Serial No. 87045563

Her Fit

2. US Registration No. 4301402

Swole

3. US Registration No. 4508902

TEAM SWOLE

4. US Registration No. 4301050

PREWREK

5. US Registration No. 4175575

KREATE

6. US Registration No. 4124644

GET SWOLE

7. US Registration No. 4166745

SWOLE SPORTS

8. US Registration No. 4170311

SWOLE

9. US Registration No. 4076912

SWOLE