

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gamma Enterprises, LLC		08/29/2017	Limited Liability Company: NEW YORK
Alpha Direct Marketing LLC		08/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	G Fuel, LLC		
Street Address:	113 Alder Street		
City:	West Babylon		
State/Country:	NEW YORK		
Postal Code:	11704		
Entity Type:	Limited Liability Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4486870	DELTA LABS	
Registration Number:	4471190	ULTIMATE OXY	
Registration Number:	4301830	VMEX	
CORRESPONDENCE DATA			
Fax Number:	6468780820		
<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:	646-878-0820		
Email:	tm-uspto@pearlcohen.com		
Correspondent Name:	Todd Braverman, Esq.		
Address Line 1:	1500 Broadway, 12th Floor		
Address Line 2:	Pearl Cohen Zedek Latzer Baratz LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	700667-12-00 Alpha/GFuel		
NAME OF SUBMITTER:	Todd Braverman, Esq.		
SIGNATURE:	/tjbraverman/		
DATE SIGNED:	09/19/2017		

CH \$90.00 4486870

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of August 29, 2017 (the "Effective Date"), is entered into by Gamma Enterprises, LLC, a New York limited liability company ("Gamma"), and Alpha Direct Marketing LLC ("Alpha" and, together, with Gamma, each an "Assignor"), in favor of G Fuel, LLC, a Delaware limited liability company ("Assignee"). Each of each Assignor and Assignee is sometimes referred to in this Agreement as a "Party". Each Assignor and Assignee are sometimes referred to in this Agreement as, collectively, the "Parties".

RECITALS:

- A. Each Assignor is the owner (as applicable) of each of the trademarks set forth on Schedule A to this Agreement (each, a "Trademark" and, collectively, the "Trademarks"). Schedule A also sets forth the US Trademark Registration Number of each such Trademark.
- B. Each Assignor has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of \$1.00, and other good and valuable consideration, the receipt and adequacy of which consideration are hereby conclusively acknowledged, each Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignment. Each Assignor hereby irrevocably conveys, transfers and assigns to Assignee (including all of Assignee's successors, assigns, heirs and administrators) all of such Assignor's right, title and interest in and to the Trademarks, together with (x) the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and (y) all of such Assignor's right, title and interest in and to each of the following:

(a) all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of, or which may evolve from, each Trademark;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing 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 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 Effective Date, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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.

For the avoidance of doubt, and without limiting the foregoing, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee (including all of Assignee's successors, assigns, heirs and administrators) all of such Assignor's right, title and interest in and to the Trademarks in all foreign

countries, and all applications for any and/or all Trademarks in foreign countries and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of, or which may evolve from, any and/or all Trademarks, including, without limitation, the right to claim International Convention priority.

2. Recordation. Each Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request of Assignee.

3. Additional Acts by Each Assignor. From time to time after the Effective Date, each Assignor will execute and deliver to Assignee such additional documents, instruments, transfers, conveyances, assignments and assurances, take such further actions and do all matters and things as may be convenient or necessary to convey and transfer full right, title and interest to Assignee, vest in Assignee, and place Assignee in legal and actual possession of, each Trademark, in each case, at Assignee's sole cost and expense.

5. Electronic Delivery. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg, or similar attachment to an electronic mail message (any such delivery, an "Electronic Delivery"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version of this Agreement delivered in person. No Party will raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURE PAGE FOLLOWS]

Each Assignor, intending to be legally bound by this Agreement, has duly executed this Agreement on the Effective Date.

ASSIGNOR:

GAMMA ENTERPRISES, LLC

**By: Broidy Capital Management, LLC,
its sole managing member**

By: *Elliott Broidy*
Name: Elliott Broidy
Title: Managing Member

ALPHA DIRECT MARKETING LLC

By: Gamma Enterprises, LLC, its sole member

**By: Broidy Capital Management, LLC,
its sole managing member**

By: *Elliott Broidy*
Name: Elliott Broidy
Title: Managing Member

District of Columbia: SS
Sworn to and subscribed before me on
the 6 day of SEPTEMBER 2017
William D. Hinds
Notary Public's Signature
My Commission Expires 30 APRIL 2022

ACKNOWLEDGMENT

State of _____)
DISTRICT OF COLUMBIA) ss
County of _____)

On this 6th day of SEPTEMBER, 2017 before me personally came Elliott Broidy, known to me to be the same person whose name is signed to the foregoing Trademark Assignment Agreement, and acknowledged the execution thereof for the uses and purposes therein set forth, and who did swear and say that he is the managing member of Broidy Capital Management, LLC, the sole managing member of Gamma Enterprises, LLC, which is the sole member of Alpha Direct Marketing LLC, and that he has the authority to execute said Trademark Assignment Agreement on behalf of each of Broidy Capital Management, LLC, Gamma Enterprises, LLC and Alpha Direct Marketing LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

William D. Hinds
Notary Public
My Commission expires: 30 APRIL 2022

(NOTARIAL SEAL)





Signature Page to Trademark Assignment Agreement

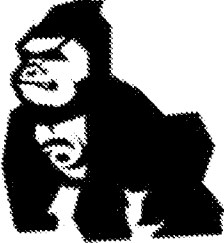
TRADEMARK
REEL: 006156 FRAME: 0678

SCHEDULE A

TRADEMARKS

Trademark	Registration Number
GAMMA LABS and Design 	RN: 4478638 SN: 85610269
G FUEL	RN: 4655813 SN: 86261457 European Union - AN: 17065591
GAMMA LABS	RN: 4478636 SN: 85610262
GAMMA GAMERS	RN: 4223214 SN: 85456738
GAMMAGAMERS	RN: 4415341 SN: 85456711
GAMMA GRIPS	RN: 4899343 SN: 86442001
GAMMA-O	RN: 3424078 SN: 78500733
LIVE THE GAME	RN: 4482003 SN: 85724114

Trademark	Registration Number
POSITIVELY PINK	RN: 3781683 SN: 77374597
PTF	RN: 4605021 SN: 86185908
PTF PRE-TRAINING FORMULA (Stylized) 	RN: 4605080 SN: 86188846
STAY AWAKE AND PLAY	RN: 4223338 SN: 85503478
TROPICAL RAIN	SN: 87025186 RN: 5197172
FAZEBERRY	RN: 4942428 SN: 86495083
Design Only 	SN: 86797366 RN: 5147634

Trademark	Registration Number
<p data-bbox="435 275 586 306">Design Only</p> 	<p data-bbox="1024 386 1198 447">RN: 4052746 SN: 85288644</p>
<p data-bbox="386 653 634 684">GAMMA GAMERS</p>	<p data-bbox="1024 653 1198 684">SN: 86797316</p>
<p data-bbox="435 774 586 806">Design Only</p> 	<p data-bbox="1024 921 1198 953">SN: 86797356</p>
<p data-bbox="404 1194 613 1226">TEAM GAMMA</p>	<p data-bbox="1024 1194 1198 1226">SN: 86797328</p>
<p data-bbox="383 1371 634 1402">GAMMA GORILLA</p>	<p data-bbox="1024 1371 1198 1402">SN: 86797345</p>
<p data-bbox="386 1547 634 1579">WE ARE ESPORTS</p>	<p data-bbox="1024 1547 1198 1579">SN: 87317365</p>
<p data-bbox="375 1724 646 1755">START WITH GOLD</p>	<p data-bbox="1024 1724 1198 1755">SN: 87314361</p>

Trademark	Registration Number
QUIT THE CAN	SN: 87225087
THE OFFICIAL ENERGY DRINK OF ESPORTS	SN: 86922717
THE OFFICIAL DRINK OF ESPORTS	SN: 86922714 China App Number - 23008689
THE OFFICIAL DRINK OF COSPLAY	SN: 86950201
THE OFFICIAL ENERGY DRINK OF COSPLAY	SN: 86950207
OFFICIAL ENERGY DRINK OF MOBILE ESPORTS	SN: 87338528
OFFICIAL ENERGY DRINK OF MOBILE GAMING	SN: 87338519
THE OFFICIAL ENERGY DRINK OF DRONE RACING	SN: 87263493
THE OFFICIAL ENERGY DRINK OF HUNTING AND FISHING	SN: 87169689

Trademark	Registration Number
GFUEL THE GAME FUEL COMPANY	SN: 87250546
GFUEL THE GAMER FUEL COMPANY	SN: 87250552
FEMINESTR (Stylized) FeminEstra	RN: 2268927 SN: 75503704
GAMMA LABS 24K	SN: 86871537
GENEFIL	SN: 86871035
ICANDY	SN: 87147591
DELTA LABS 	RN: 4486870 (Alpha Direct Marketing LLC)
ULTIMATE OXY	RN: 4471190 (Alpha Direct Marketing LLC)
VMEX	RN: 4301830 (Alpha Direct Marketing LLC)

Trademark	Registration Number
GFUEL THE OFFICIAL ENERGY DRINK OF ESPORTS	China App Number 23008690