

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Whey Nutrition, LLC		05/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NeoPro Nutritional Sciences, LLC		
Street Address:	5707 Dot Com Court, Suite 1079		
City:	Oviedo		
State/Country:	FLORIDA		
Postal Code:	32765		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4603887	NEW WHEY	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0560284		
NAME OF SUBMITTER:	Lindsay Cohen Schneider		
SIGNATURE:	/Lindsay Cohen Schneider/		
DATE SIGNED:	09/21/2017		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of May 8, 2017 (the "Effective Date") by New Whey Nutrition, LLC, a Delaware limited liability company, with an address at 5707 Dot Com Court, Suite 1079, Oviedo, Florida 32765 (the "Assignor"), for the benefit of NeoPro Nutritional Sciences, LLC, a Delaware limited liability company, with an address at 5707 Dot Com Court, Suite 1079, Oviedo, Florida 32765 (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into that certain Contribution Agreement dated as of the date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, transfer, contribute, and assign to the Assignee, and the Assignee wishes to accept, all of the Assignor's right, title and interest in and to all trademarks, service marks, logos, trade names, and other indicia of origin that are included in the Contributed Assets (as such term is defined in the Contribution Agreement), and all registrations and applications therefor, including those set forth on the attached Schedule A hereto, together with all goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with all goodwill associated therewith and portion of the ongoing and existing business to which the Marks pertain; and (ii) all benefits, privileges, causes of actions, claims and remedies arising out of or relating to the Marks, the exploitation thereof, and the use and ownership of any of the Marks, including but not limited to: (a) any and all legal actions and rights and remedies at law or in equity for past, present or future infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith and (b) the right to use, own, and maintain all Marks on substantially identical terms and conditions and in the same manner as such Marks were used and exploited by Assignor immediately prior to the Effective Date.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Assignor, at Assignee's request and expense, shall promptly furnish, execute, verify, acknowledge, and deliver such documents or information, and take such other actions that are reasonably necessary to (i) to protect, assure, register, confirm and/or otherwise vest Assignor's right, title and interest in, to and under the Marks and (ii) confirm that Assignor has no right, title or interest, of any kind or nature, in or to the Marks.

6. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

7. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

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

ASSIGNOR:

NEW WHEY NUTRITION, LLC

By: [Signature]
Name: Chuck Walkley
Title: CEO/owner

ASSIGNEE:

NeoPro Nutritional Sciences, LLC

By: _____
Name: _____
Title: _____

STATE OF NJ, COUNTY OF Monmouth

The foregoing instrument was acknowledged before me this 8th day of May, 2017, by Charles Walkley, the CEO of NWN, a LLC, on behalf of said company. He is personally known to me or produced NJ Driver license as identification.

[Signature]
Notary Public

Kathleen Hart
Typed, printed or stamped name of Notary Public

My Commission Expires: 3/18/19

KATHLEEN HART
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 18, 2019

[Signature page to Trademark Assignment]

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


ASSIGNOR:

NEW WHEY NUTRITION, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

NeoPro Nutritional Sciences, LLC

By:  _____
Name: Dr. Pasce
Title: CEO

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of _____, a _____, on behalf of said company. He/she is personally known to me or produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

[Signature page to Trademark Assignment]

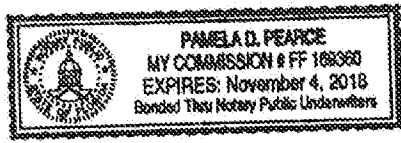
STATE OF FL, COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8th day of May, 2017, by DANIEL PEARCE, the CEO of Mediatrix & Sciences LLC DELLC, on behalf of said company. He/she is personally known to me or produced as identification.

[Signature]
Notary Public

PAMELA D PEARCE
Typed, printed or stamped name of Notary Public

My Commission Expires:








[Signature page to Trademark Assignment]

SCHEDULE A

Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date	Record Owner Name
SKINNY 15	US	Allowed	86/689,831	07/10/2015			New Whey Nutrition, LLC
BETA NOX	US	Pending	87/304,630	01/17/2017			New Whey Nutrition, LLC
 NEW WHEY NUTRITION	US	Registered	85/213,157	01/07/2011	4,172,454	07/10/2012	New Whey Nutrition, LLC
NEW WHEY NUTRITION & Design							
NEW WHEY NUTRITION	US	Registered	85/212,673	01/07/2011	4,214,663	09/25/2012	New Whey Nutrition, LLC
 NEW WHEY NUTRITION Logo	US	Registered	85/213,191	01/07/2011	4,172,455	07/10/2012	New Whey Nutrition, LLC
FIT2GO	US	Registered	85/198,224	12/15/2010	4,109,963	03/06/2012	New Whey Nutrition, LLC
NEW-WHEY	US	Registered	77/254,893	08/14/2007	3,448,249	06/17/2008	New Whey Nutrition, LLC
WAXIMAIZE	US	Registered	77/156,140	04/13/2007	3,489,599	08/19/2008	New Whey Nutrition, LLC
NEW WHEY	US	Registered	85-174256	11/11/2010	4,603,887	9/16/14	Toppin-IDS

Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date	Record Owner Name
							Acquisition, LLC

Country	Mark	Registration No.	Record Owner Name
Australia		1435508	New Whey Nutrition, LLC
Canada		TMA737200	Topspin-IDS Acquisition, LLC
Canada	NEW-WHEY	TMA737202	New Whey Nutrition, LLC
Canada		TMA881047	New Whey Nutrition, LLC
European Union		006342133	Supplement Synergy, Inc. d/b/a IDS Sports
European Union	NEW-WHEY	006639165	Supplement Synergy, Inc. d/b/a IDS Sports
European Union		010106136	New Whey Nutrition, LLC

Country	Mark	Registration No.	Record Owner Name
Korea	MICROMEAL	0792901	Topspin-IDS Acquisition, LLC
Korea		40-0942917	New Whey Nutrition, LLC
Kuwait		92888	Supplement Synergy, Inc. d/b/a IDS Sports
Kuwait	MICROMEAL	92887	Supplement Synergy, Inc. d/b/a IDS Sports
Kuwait	NEW-WHEY	92446	Supplement Synergy, Inc. d/b/a IDS Sports
Lebanon		116444	Supplement Synergy, Inc. d/b/a IDS Sports
Lebanon	MICROMEAL	116443	Supplement Synergy, Inc. d/b/a IDS Sports
Lebanon	NEW-WHEY	116442	Supplement Synergy, Inc. d/b/a IDS Sports
Mexico		1032884	Supplement Synergy, Inc. d/b/a IDS Sports

Country	Mark	Registration No.	Record Owner Name
Mexico		1252703	New Whey Nutrition, LLC
			
Russia		371366	Supplement Synergy, Inc. d/b/a IDS Sports
			
Russia	MicroMeal	380180	Supplement Synergy, Inc. d/b/a IDS Sports
			
Russia	NEW-WHEY	377032	Supplement Synergy, Inc. d/b/a IDS Sports
			
Turkey		2011/57098	New Whey Nutrition, LLC