

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Brands Company, LLC		08/29/2017	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	JOCDOC, LLC		
Street Address:	5530 W. Chancery Road		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68521		
Entity Type:	Limited Liability Company: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4819358	XFAST	
CORRESPONDENCE DATA			
Fax Number:	4023440588		
<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:	402-344-0500		
Email:	gderrick@bairdholm.com		
Correspondent Name:	Grayson J. Derrick		
Address Line 1:	1700 Farnam Street, Suite 1500		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Grayson J. Derrick		
SIGNATURE:	/Grayson J. Derrick/		
DATE SIGNED:	12/07/2017		
Total Attachments: 3			
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OP \$40.00 4819358

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is by and between **Active Brands Company, LLC**, a Nebraska limited liability Company ("Assignor") and **JOCDOC, LLC** a Nebraska limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, is the owner of that certain trademark identified in Exhibit A, attached hereto and incorporated by reference (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows.

1. Assignment. Assignor does hereby irrevocably assign to Assignee any and all common law right, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignee has entered into that certain Non-Exclusive License Agreement with Battle-ABC, LLC, a company affiliated with Assignor on or before the date hereof.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor has not assigned the Trademark, by operation of law or otherwise, in whole or in part, to any other individual, company, corporation or other legal entity;
- c. The Trademark is free of any liens, security interests, encumbrances or licenses;
- d. To Assignor's knowledge and belief, the Trademark does not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- f. This Agreement is valid, binding and enforceable in accordance with its terms; and

g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Nebraska.

ASSIGNOR:

Active Brands Company, LLC, a Nebraska limited liability company

By: _____

Printed Name: Chris Circo

Title: CEO

Date: 8-29-17

ASSIGNEE:

JOCDOC, LLC, a Nebraska limited liability company

By: _____

Printed Name: Dick Steynad

Title: Manager

Date: 8-29-17

**EXHIBIT A
TRADEMARK**

<u>Mark</u>	<u>Registration No.</u>	<u>Description of Services</u>
XFAST	4819358	Athletic ankle braces for medical use; supports for ankles for medical use.