

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prescott Ventures LLC		12/15/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Maximum Human Performance LLC		
Street Address:	165 Clinton Road		
City:	West Caldwell		
State/Country:	NEW JERSEY		
Postal Code:	07006		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87245670	ADRENALINE DRIVE	
Serial Number:	87068933	TUFF STUFF	
CORRESPONDENCE DATA			
Fax Number:			
<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:	973-575-9200		
Email:	dstadlin@vitaquest.com		
Correspondent Name:	Scott Yagoda		
Address Line 1:	8 Henderson Drive		
Address Line 4:	West Caldwell, NEW JERSEY 07006		
NAME OF SUBMITTER:	Scott Yagoda		
SIGNATURE:	/Scott Yagoda/		
DATE SIGNED:	12/19/2017		
Total Attachments: 3			
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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made, entered into and effective this 5 day of December, 2017 (the "Effective Date") and is by and between Maximum Human Performance, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having offices at 165 Clinton Road, West Caldwell, New Jersey 07006 ("MHP"), and Prescott Ventures LLC, a limited liability company organized and existing under the laws of the State of Florida, having an address at P.O. Box 110, Fairfax, Vermont 05454 ("PV").

NOW, THEREFORE, In consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and described herein, the parties hereto hereby agree as follows:

1. Payment. In consideration of the mutual undertakings contained herein, by no later than thirty (30) days following the Effective Date, MHP will pay PV the one time total amount of zero U.S. Dollars (US\$ 0) (the "Payment"). The Payment shall be made by MHP by N/A.

2. Assignment. In consideration of the Payment, PV hereby irrevocably assigns and transfers to MHP all of PV's right, title and interest in, to and under the ADRENALINE DRIVE name and mark and the TUFF STUFF name and mark (collectively, the "Trademarks"), in the United States and throughout the world, together with the ongoing and existing business appurtenant thereto and the goodwill of PV's business connected with and symbolized by the Trademarks, including without limitation, U.S. Trademark Application Serial No. 87/245670 for the mark ADRENALINE DRIVE, U.S. Trademark Application Serial No. 87/068,933 for the mark TUFF STUFF, all of PV's common law rights in and to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations in the United States and throughout the world based in whole or in part upon the Trademarks (including all modifications, derivations, variations and formatives thereof), all causes of action (either in law or in equity) and the right to sue, counterclaim, prosecute, take action and recover for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to any such infringement, and any priority right that may arise from any such Trademarks, free and clear of any claims of others including PV. Simultaneously with the execution and exchange of this Agreement, PV shall sign the Trademark Assignment annexed hereto as Exhibit A and made a part hereof (the "Assignment").

3. No Challenge. PV agrees that it will not, directly or indirectly, oppose any trademark or service mark application filed by MHP for any of the Trademarks or any formatives thereof, and will not seek to cancel or challenge any registration that issues therefor or any other registrations for any of the Trademarks or any formatives thereof issued to MHP nor assist any third party in doing the same, and will not take any position contrary to or inconsistent with MHP's sole and exclusive rights in, to and under the Trademarks or to the validity of MHP's rights therein.

4. Further Assurances. At all times following the date hereof, and without any further consideration or other payment, PV shall execute and deliver any and all documents and other instruments of conveyance, assignment, transfer, and delivery, and shall take or cause to be

EXHIBIT A

U.S. TRADEMARK ASSIGNMENT


WHEREAS, Prescott Ventures LLC, a limited liability company organized and existing under the laws of the State of Florida, having an address at P.O. Box 110, Fairfax, Vermont 05454 ("Assignor"), is the owner of U.S. Trademark Application Serial No. 87/245670 for the mark ADRENALINE DRIVE and U.S. Trademark Application Serial No. 87/068,933 for the mark TUFF STUFF (collectively, the "Marks"); and

WHEREAS, Maximum Human Performance, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having offices at 165 Clinton Road, West Caldwell, New Jersey 07006 ("Assignee"), is desirous of acquiring the Marks, the business appurtenant thereto and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration as set forth in that certain Assignment Agreement entered into simultaneously herewith by and between Assignor and Assignee, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Marks, together with the ongoing and existing business appurtenant thereto and the goodwill of Assignor's business connected with and symbolized by the Marks, and the right to sue for and take action with respect to past infringements.

IN WITNESS WHEREOF, Assignor has signed this Assignment this 15 day of December, 2017.

PRESCOTT VENTURES LLC

By: 
Name: Jeff A. [unclear]
Title: CEO