

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501992

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the State of incorporation for Assignee, MGT BPL Acquisition Corp., a Delaware corporation previously recorded on Reel 006451 Frame 0678. Assignor(s) hereby confirms the Assignee, MGT BPL Acquisition Corp. is a Delaware corporation.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bulletproof 360, Inc.		05/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MGT BPL Acquisition Corp		
Street Address:	2212 Queen Anne Ave. N.		
Internal Address:	Suite 827		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87612930	HUMAN UPGRADE	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<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:	415-836-2506		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Gina Durham, DLA Piper LLP US		
Address Line 1:	555 Mission Blvd., Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	423272-104		
NAME OF SUBMITTER:	Carol Anne Bashir		
SIGNATURE:	/Carol Anne Bashir/		
DATE SIGNED:	12/13/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM491769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bulletproof 360, Inc.		05/03/2018	Corporation:
RECEIVING PARTY DATA			
Name:	MGT BPL Acquisition Corp		
Street Address:	2212 Queen Anne Ave. N Suite 827		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87612930	HUMAN UPGRADE	
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:	2395652101		
Email:	miranda.cameron@upgradelabs.com		
Correspondent Name:	Miranda Cameron		
Address Line 1:	3110 Main St		
Address Line 4:	Santa Monica, CALIFORNIA 90405		
NAME OF SUBMITTER:	Miranda Cameron		
SIGNATURE:	/Miranda Cameron/		
DATE SIGNED:	09/27/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is made and entered into by and between Bulletproof 360, Inc., a Delaware corporation (“Assignor”) and MGT BPL Acquisition Corp, a Delaware corporation (“Assignee”) (hereafter referred to collectively as “Parties” and individually as “Party”).

WHEREAS, Assignor is the owner of the worldwide rights, interests and claims in, and title to the trademark set forth in the table attached hereto as Exhibit A together with the common law rights and goodwill associated therewith (the “Trademark”);

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement dated [May 1, 2018] (the “Contribution Agreement”) under which Assignee will succeed to the business, assets and appurtenant goodwill of Assignor that is used in connection with the Trademark;

WHEREAS, in accordance with the Contribution Agreement, Assignor will transfer its worldwide rights, interests and claims in, and title to the Trademark, together with the common law rights and goodwill associated therewith and the pending application as listed therein, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, conveys, grants, sets over, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor’s entire worldwide right, interest and claim in, and title to the Trademark, together with the common law rights and goodwill associated therewith and the pending applications and registrations as listed in the attached Exhibit A, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the Trademark, if any, in each case whether now existing or hereafter created, together with the proceeds thereof.

Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto.

Assignor on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the Trademark, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of all the Trademark and to maintain and enforce the Trademark in all countries.

Each party represents that it has the power and authority to enter into this Trademark Assignment Agreement. If any term of this Assignment is held void, voidable, invalid, inoperative or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement shall be deemed effective only as of the date on which it has been fully executed by all parties (the “Effective Date”). It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNEE

MGT BPL Acquisition Corp

DocuSigned by:

By: Martin Tobias

DocuSigned by:
Martin Tobias, Chief Executive Officer

Date: May 3, 2018

ASSIGNOR

Bulletproof 360, Inc.

DocuSigned by:

By: David Borges

DocuSigned by:
David J. Borges, Vice President, Secretary and Treasurer

Date: May 3, 2018

EXHIBIT A

Trademark	Application Serial No.	Filing Date	Goods and Services
HUMAN UPGRADE	87/612930	September 18, 2017	<p>Class 41: Physical fitness training services; providing fitness and exercise facilities; physical fitness studio services, namely, providing group exercise instruction, equipment, and facilities</p> <p>Class 44: Providing information and advice in the field of health, nutrition and stress management via personal consultations; providing healthy lifestyle and nutrition services, namely, personal assessments, personalized routines, maintenance schedules, and counseling; counseling services in the fields of health, nutrition and lifestyle wellness; cryotherapy services; vibration therapy</p>