

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchase Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exclusive Supplements, Inc.		12/09/2015	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Feel Fit Enterprise, LLC		
Street Address:	1945 South Freemont Drive		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4803362	PRE-GLOW	
Registration Number:	4716333	CREATEST	
Registration Number:	4529028	BIORHYTHM	
CORRESPONDENCE DATA			
Fax Number:	8015319168		
<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:	801-532-1922		
Email:	kwpowell@traskbritt.com		
Correspondent Name:	Krista Weber Powell c/o TRASKBRITT PC		
Address Line 1:	230 South 500 East, #300		
Address Line 4:	Salt Lake City, UTAH 84102		
NAME OF SUBMITTER:	Krista Powell		
SIGNATURE:	/Krista Powell/		
DATE SIGNED:	01/09/2019		
Total Attachments: 7			
source=Purchase Agreement - Acceptance of Collateral Agreement#page1.tif			
source=Purchase Agreement - Acceptance of Collateral Agreement#page2.tif			
source=Purchase Agreement - Acceptance of Collateral Agreement#page3.tif			

CH \$90.00 4803362

source=Purchase Agreement - Acceptance of Collateral Agreement#page4.tif

source=Purchase Agreement - Acceptance of Collateral Agreement#page5.tif

source=Purchase Agreement - Acceptance of Collateral Agreement#page6.tif

source=Purchase Agreement - Acceptance of Collateral Agreement#page7.tif

TRADEMARK

REEL: 006520 FRAME: 0884

ACCEPTANCE OF COLLATERAL IN FULL SATISFACTION OF OBLIGATIONS AGREEMENT

This Acceptance of Collateral in Satisfaction of Obligations Agreement (the "**Agreement**") is made and entered into this 9th day of December, 2015, by and between Feel Fit Enterprise, LLC, a Utah limited liability company with its primary place of business in Salt Lake City, UT, ("**Feel Fit**"), Exclusive Supplements, Inc., a Pennsylvania corporation with a principal place of business located at 7966 Steubenville Pike, Imperial, PA 15128 ("**ESI**"), and Mark Mangieri, an individual residing in Pennsylvania ("**Mangieri**").

Recitals

\$800,000 Note

WHEREAS, Feel Fit is the holder by way of assignment from First National Bank of Pennsylvania ("**FNB**") of a certain Note dated April 26, 2013, whereunder ESI was extended a loan in the original principal amount of \$800,000.00, executed and delivered by ESI in favor of FNB (as the same may have been amended, modified, supplemented, extended, renewed, substituted and restated from time to time, hereinafter the "**\$800,000 Note**"), the terms of which loan include those which are contained a certain Business Loan Agreement dated April 26, 2013 (as the same may have been amended, modified, supplemented, extended, renewed, substituted and restated from time to time, hereinafter the "**Loan Agreement**");

WHEREAS, as part of the security for all of ESI's obligations, debts and liabilities, including without limitation those arising under the \$800,000 Note, ESI granted FNB a blanket security interest in all of ESI's then currently owned and after acquired inventory, chattel paper, accounts, equipment (excluding that certain Matrix-I FT-Near Infrared Spectrometer, and its related computer hardware and software), documents and general intangibles, and all products, proceeds, accounts and other rights arising therefrom or relating thereto (collectively, the "**Collateral**"), pursuant to and as more particularly described in that certain Security Agreement dated April 26, 2013 (as the same may have been amended, modified, supplemented, extended, renewed, substituted and restated from time to time, hereinafter the "**Security Agreement**"), which security interest in the Collateral was perfected by FNB's filing of a financing statement with the Pennsylvania Department of State Uniform Commercial Code Division on May 1, 2013 at File No. 2013050107409 (as the same may have been amended, modified, supplemented, extended, continued, substituted and restated from time to time, hereinafter the "**Financing Statement**"), and which Security Agreement and Financing Statement and all rights therein have been assigned by FNB to Feel Fit;

WHEREAS, in connection with the \$800,000 Note, Mangieri executed and granted in favor of FNB a continuing Guaranty dated April 26, 2013 (a "**Mangieri Guaranty**"), pursuant to which Mangieri guaranteed full payment and satisfaction of the Indebtedness (as therein defined) owed by ESI, including without limitation the \$800,000 Note, and which Mangieri Guaranty has been assigned by FNB to Feel Fit;

\$100,000 Line of Credit (Credit Card)

WHEREAS, Feel Fit is also the holder by way of assignment from FNB of an obligation of ESI in the form of a \$100,000 Line of Credit dated June 14, 2013, in favor of FNB pursuant to the terms of a certain Solutions Business Credit Card Application dated May 29, 2013, executed and delivered by ESI in the original principal amount of \$100,000.00, and represented by issued Credit Card No. _____ (as the same may have been amended, modified, supplemented, extended, renewed, substituted and restated from time to time, hereinafter the "**\$100,000 Line of Credit**");

WHEREAS, the all of ESI's obligations, debts and liabilities owed under the \$100,000 Line of Credit, are also secured by a blanket security interest in the Collateral pursuant to the Security Agreement, which security interest was also perfected by the filing of the Financing Statement;

WHEREAS, pursuant to the Mangieri Guaranty, Mangieri also guaranteed full payment and satisfaction of the \$100,000 Line of Credit owed by ESI;

WHEREAS, on or about September 15, 2015, FNB filed a judgment by confession against Mangieri for the obligations owed by Mangieri pursuant to the Mangieri Guaranty to FNB under the \$800,000 Note and the \$100,000 Line of Credit, in the amounts of \$808,030.59 and \$71,333.17, respectively, in the Court of Common Pleas of Allegheny County at GD-15-015989 (the "**Mangieri Judgment**"), which Mangieri Judgment has been assigned by FNB to Feel Fit;

WHEREAS, the 800,000 Note, \$100,000 Line of Credit, Loan Agreement, Security Agreement, Mangieri Guaranty, Mangieri Judgment, and any and all other agreements, instruments, judgments certificates, or documents related to the \$800,000 Note and the \$100,000 Line of Credit, as the same may have been amended, modified, supplemented, extended, renewed, substituted and restated from time to time, are collectively referred to as the "**Loan Documents**," and the loans from FNB to ESI governed and evidenced by the Loan Documents are referred to as the "**Loans**";

WHEREAS, the obligations of ESI and Mangieri to Feel Fit under the Loan Documents and of Mangieri under the Mangieri Judgment are referred to collectively as the "**Indebtedness Obligations**";

WHEREAS, ESI is in default of its Indebtedness Obligations under the \$800,000 Note and the \$100,000 Line of Credit, and acknowledges its receipt of notification of said defaults from FNB prior to FNB's assignment of the Loan Documents to Feel Fit;

WHEREAS, Feel Fit, ESI and Mangieri have agreed that pursuant to provisions of the Pennsylvania Uniform Commercial Code, 13 Pa.C.S. §§ 9620 *et seq.*, Feel Fit will accept from ESI the transfer of all of ESI's rights and interests in and to all of the Collateral in exchange for the full satisfaction of ESI's and Mangieri's Indebtedness Obligations.

Provisions

NOW THEREFORE, in consideration of the above-referenced recitals and the mutual terms, conditions and covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Affirmation of Recitals. The above-referenced recitals are incorporated herein by reference as if fully set forth herein.
2. Indebtedness Obligations. ESI, Mangieri and Feel Fit hereby acknowledge and agree that the outstanding indebtedness due and owing under the terms of the \$800,000 Note and the \$100,000 Line of Credit is as follows:

<u>\$800,000 Note</u>	
Principal	\$796,073.56
Interest to 11/25/15	\$ 22,532.51
Late Charges	\$ 1,046.29
TOTAL	\$ 819,652.36

<u>\$100,000 Line of Credit</u>	
Principal	\$ 67,813.41
Interest to 9/10/15	\$ 3,469.76
Late Charges	\$ 50.00
TOTAL	\$ 71,333.17

3. Admission of Defaults. ESI and Mangieri hereby acknowledge that they are in default under the terms and conditions of the Loan Documents, and that as a result of these defaults, the entire Indebtedness Obligations are due and owing.
4. Assignment of Collateral Security. ESI hereby assigns, transfers and surrenders to Feel Fit all of the Collateral, including but not limited to (i) all general intangibles, including, but not limited to, all trademarks, tradenames, copyrights and other intellectual property, including specifically, but without limitation those registered trademarks listed on Exhibit A hereto; (ii) all rights to all websites and domain names owned

by or maintained for ESI, including but not limited to www.biorhythm.us, www.evidencebasedformulary.net, and www.dietmilk.us; (iii) all inventory; (iv) all equipment, machinery, furniture and fixtures; (v) all accounts receivables; (vi) all chattel paper; (vii) all books, records and computer files; provided, that a copy of all such records shall be maintained by ESI and/or Mangieri for the purpose filing tax returns for the 2015 calendar year and for proper dissolution of ESI in 2016; (viii) all rights to all state and federal tax refunds, if any, including refunds for the 2015 calendar year; and (ix) all deposit accounts and funds held or maintained by ESI. ESI and Mangieri hereby agree that they will take all reasonable actions until such time as all obligations and transactions contemplated under this Agreement have been fulfilled, to maintain and preserve the Collateral for the benefit of Feel Fit, and that ESI and Mangieri will take no action which may have the effect of diminishing or diluting the ownership rights to or value of any of the Collateral.

5. Use or Disposition of Collateral. Feel Fit may take any action with respect to the Collateral as it, in its sole discretion, deems appropriate, including but not limited to notifying account debtors, collecting inventory, and retaining for its own purposes or selling any or all of the Collateral. Feel Fit is authorized to remove any Collateral from its present location.

ESI HEREBY EXPRESSLY WAIVES AND RENOUNCES ANY RIGHTS IT MAY HAVE UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE COMMONWEALTH OF PENNSYLVANIA ("CODE") TO RECEIVE NOTIFICATION OF ANY SALE OR DISPOSITION OF THE COLLATERAL, AND FURTHER WAIVES ANY RIGHTS OF REDEMPTION PURSUANT TO THE CODE.

6. Cooperation of ESI. ESI and Mangieri hereby agree to cooperate with Feel Fit in the assembly and collection of the Collateral; to disclose to Feel Fit the existence and location of all Collateral; to notify ESI's account debtors to make payment directly to Feel Fit; to produce to Feel Fit all records relating to the business of ESI, including all financial records, records relating to the purchase, sale and maintenance of all product inventory, and records relating to ESI's intellectual property rights and interests; and to assist Feel Fit in the sale of the Collateral, in part, or in whole, to any third party as Feel Fit may reasonably request.

7. Further Assurances. At any time after the execution of this Agreement, ESI and Mangieri hereby agree to execute and deliver to Feel Fit such additional agreements, documents and instruments as Feel Fit shall reasonably request from time to time, to effectuate the identification, assembly, collection, and disposition of the Collateral, and the transfer of possession and ownership of the Collateral to Feel Fit, and any other acts required by Feel Fit pursuant to this Agreement. ESI and Mangieri, for themselves and their heirs, executors, administrators, successors and assigns, as the case may be, irrevocably appoint Feel Fit their lawful attorney-in-fact, coupled with an interest and with full power of substitution, to execute any and all agreements, documents and instruments on behalf of ESI and Mangieri and to do all things ESI and/or Mangieri is required to do in accordance with this Agreement.

8. Release. ESI and Mangieri, for themselves and ESI's directors, shareholders, attorneys, officers, agents, employees, heirs, executors, administrators, successors and assigns, as the case may be, hereby forever release, remit and discharge Feel Fit and its directors, shareholders, officers, employees, assignees, agents, attorneys, affiliates, commonly controlled entities, beneficiaries, successors and assigns from all claims, causes of actions, liabilities and damages, direct or indirect, of whatsoever nature or kind from the beginning of the world, arising from, directly or indirectly, any acts or omissions relating to, directly or indirectly, the administration, collection or enforcement of the \$800,000 Note and the \$100,000 Line of Credit (and corresponding Loan Documents and Indebtedness Obligations) and with respect to any other obligations of ESI or Mangieri to Feel Fit, including without limitation, all claims, causes of actions, liabilities and damages, direct or indirect, of whatsoever nature or kind arising from, directly or indirectly, Feel Fit's acquisition of the Loans from FNB or this Agreement and the transactions contemplated in connection herewith.

9. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, the provision will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. WITH RESPECT TO ANY DISPUTE

ARISING UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY. THE PARTIES HERETO WAIVE ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST THEM AS PROVIDED HEREIN AND AGREE NOT TO ASSERT ANY DEFENSE BASED ON JURISDICTION OR VENUE OR SEEK ANY TRANSFERS TO ANY OTHER JURISDICTION OR VENUE.

11. Integration. The parties hereto acknowledge that they have had the benefit of counsel in connection with the negotiation and preparation of this Agreement and that this Agreement constitutes the entire agreement and understanding between the parties, and there are no other agreements or understandings, whether oral or written, relating to the subject matter covered by this Agreement, except that certain Letter Agreement by and between Feel Fit and Mangieri dated December 3, 2015, which is incorporated herein. ESI and Mangieri further acknowledge that they have had the opportunity to access and benefit from legal counsel at their option in connection with the negotiation of this Agreement and that such waivers of rights pursuant to this Agreement are given voluntarily and with full knowledge and understanding of their legal significance and impact.

12. Binding Effect; Counterparts. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their heirs, executors, administrators, successors and assigns, as the case may be; provided that, ESI and Mangieri's obligations and duties hereunder shall not be assigned or delegated without the prior written consent of Feel Fit, which consent shall not be unreasonably withheld. This Agreement may be executed in counterparts and delivered by electronic transmission.

13. Amendments. This Agreement shall not be amended or modified except in writing signed by all the parties hereto.

14. Headings. The headings and subheadings contained herein are not intended to, and do not, affect the construction or interpretation of any provision herein.

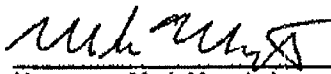
15. Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL FOR ANY DAMAGES, LOSSES, CLAIMS OR CAUSES OF ACTION OF WHATSOEVER NATURE OR KIND ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, OR ANY TRANSACTIONS CONTEMPLATED IN CONNECTION HEREWITH. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ THIS PROVISION AND HAVE HAD THIS PROVISION EXPLAINED TO THEM BY THEIR RESPECTIVE COUNSEL AND SUCH WAIVER IS BEING GIVEN VOLUNTARILY AND WITH FULL KNOWLEDGE AND APPRECIATION FOR THE CONSEQUENCES AND EFFECT THEREOF.

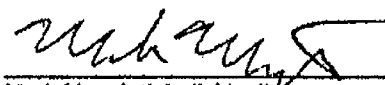
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

[SIGNATURE PAGE 1 OF 2]

WITNESS, the due execution hereof the day and year first above written.

Exclusive Supplements, Inc.

By:  (SEAL)
Name: Mark Mangieri
Title: Sole Shareholder and Authorized Signer

By: 
Mark Mangieri, Individually

[SIGNATURE PAGE 2 OF 2]

WITNESS, the due execution hereof the day and year first above written.

Feel Fit Enterprise, LLC

By: XMO, LLC
Its: Manager

By: XMO Revocable Trust
Its: Manager

By: 
Doug Cummings, Trustee

EXHIBIT A

List of Certain US Registered Trademarks

PRE-GLOW
PALEOTEIN
CREATEST
BIORHYTHM
RELAX AND CHILL
SLIM TO NONE
O2 POSITIVE
AFTER GLOW POST
OLIO
SQUARE MEAL
SSIN JUICE
ADENA LEAN LDS
REGENERATE
ANDROBOLIX
100% WHOLE GAINS
COMPLETE MASS 600
DEplete RAPID