

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Incline Health, Inc.		12/03/2018	Corporation: FLORIDA
Evlution Nutrition, LLC		12/03/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Mode Nutrition, LLC		
Street Address:	4631 Johnson Road		
Internal Address:	Suite 1		
City:	Coconut Creek		
State/Country:	FLORIDA		
Postal Code:	33073		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5588636	SLEEPMODE	
Registration Number:	5189704	MODE NUTRITION	
Registration Number:	5156167	TESTMODE	
Registration Number:	5156166	NEUROMODE	
Serial Number:	88023347	FLEXMODE	
Serial Number:	88023334	VITAMODE	
Serial Number:	88038843	PROTEINMODE	
Registration Number:	5365112	LEANMODE	
Registration Number:	5244969	FOCUSMODE	
Serial Number:	87145855	RECOVERMODE	
Registration Number:	5081754	PUMPMODE	
Registration Number:	4670984	LEANMODE	
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>			

OP \$315.00 5588636

Phone: 9545586999
Email: darren@heitnerlegal.com
Correspondent Name: Darren Heitner
Address Line 1: 215 Hendricks Isle
Address Line 4: Fort Lauderdale, FLORIDA 33301

NAME OF SUBMITTER:	Darren Heitner
---------------------------	----------------

SIGNATURE:	/Darren Heitner/
-------------------	------------------

DATE SIGNED:	12/04/2018
---------------------	------------

Total Attachments: 4

source=Assignment Mode Mark - Signed#page1.tif

source=Assignment Mode Mark - Signed#page2.tif

source=Assignment Mode Mark - Signed#page3.tif

source=Assignment Mode Mark - Signed#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**") is made and entered into as of December 3, 2018 ("**Effective Date**"), between

INCLINE HEALTH, INC., a corporation duly organized and existing under the laws of the State of Florida, having a principal address located at 4631 Johnson Road, Suite 1, Coconut Creek, FL 33073 ("**INCLINE**"), and **EVLUTION NUTRITION, LLC**, a limited liability company duly organized and existing under the laws of the State of Florida, having a principal address located at 4631 Johnson Road, Suite 1, Coconut Creek, FL 33073 ("**EVL**," and collectively with INCLINE, the "**ASSIGNORS**"),

-- AND --

MODE NUTRITION, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, having a principal address located at 4631 Johnson Road, Suite 1, Coconut Creek, Florida 33073 ("**ASSIGNEE**").

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

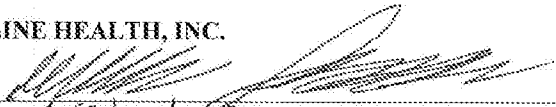
1. **Assignment and Transfer Of Intellectual Property**. ASSIGNORS hereby assign and transfer to ASSIGNEE, its successors, assigns, and/or other legal representatives, all rights, title, goodwill, and interest, for the United States of America, its territories, dependencies and possessions, and in all countries, jurisdictions, and political entities foreign to the United States of America, in and to the following:
 - a) All subject matter ("**SUBJECT MATTER**") disclosed in the trademark applications (the "**TRADEMARKS**") listed on Schedule A, attached hereto;
 - b) All applications for legal protection to be obtained for the SUBJECT MATTER, including the respective TRADEMARKS, all applications claiming the benefit of priority from the respective TRADEMARKS, applications in other countries, rights and all legal equivalents thereof;
 - c) All legal protection to be obtained for the TRADEMARKS, including any and all renewals and extensions thereof;
 - d) Any and all causes of action and enforcement rights, including all rights to sue, counterclaim, and recover for any past, present, and future infringement of, or liabilities for, all legal protection to be obtained for the TRADEMARKS; and
 - e) All rights to apply for and receive, in the name of ASSIGNEE, any and all legal protection for the TRADEMARKS.

2. **Representations and Warranties.** ASSIGNORS hereby represent, warrant, and covenant that: (i) ASSIGNORS have the full right and ability to convey ASSIGNORS' entire right, title, and interest herein conveyed, and that no assignment, sale, grant, mortgage, license or other agreement or encumbrance has been or will be made or entered into that would, or could, affect the rights, titles, and interests conveyed herein; and (ii) ASSIGNORS have obtained the required consent of all persons needed to carry out this Agreement.
3. **Further Assurances.** ASSIGNORS hereby agree to do each of the following, when requested by ASSIGNEE, in order to carry out in good faith the intent and purpose of this assignment and to perfect ASSIGNEE's rights pursuant to this Agreement:
 - a) Promptly execute and deliver to ASSIGNEE or its legal representative any and all application papers, oaths, assignments, powers of attorney, and other documents or instruments that ASSIGNEE may consider necessary or desirable in order to apply for, perfect, maintain, issue, and enforce all protections in and to the TRADEMARKS, including assisting in the prosecution of all applications for legal protection that may be made;
 - b) Cooperate with ASSIGNEE in every way possible in any interference, litigation, mediation, arbitration or other proceeding regarding the TRADEMARKS, any applications for legal protection that includes the SUBJECT MATTER and/or TRADEMARKS, or any legal protection for the SUBJECT MATTER and/or TRADEMARKS, including, without limitation, promptly providing to ASSIGNEE all pertinent facts and documents that are known and accessible to ASSIGNOR relating to the SUBJECT MATTER and/or TRADEMARKS, any applications for legal protection that includes the SUBJECT MATTER and/or TRADEMARKS, or any legal protection for the SUBJECT MATTER and/or TRADEMARKS, and testifying as to same in any proceeding; and
 - c) Provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.
4. **Power of Attorney.** ASSIGNORS hereby grant the firm of Heitner Legal, P.L.L.C. with the authority and power to insert on this document any further information that may be necessary or desirable for the purposes of recordation in the United States Patent & Trademark Office or similar offices of any foreign country.
5. **Miscellaneous.**
 - a) This Agreement represents the complete understanding between the parties and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, whether oral or written, between the parties hereto with regard to the subject matter hereof.


- b) The headings of the Sections found in this Agreement are provided herein for convenience of reference only, and shall not be considered in construing their contents.
- c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same signature. Facsimile and other electronically transmitted signatures shall be binding upon receipt.
- d) This Agreement shall be enforced in accordance with the laws of the State of Florida, without regard to conflict of law principles relating thereto.

IN WITNESS WHEREOF, the ASSIGNORS have caused this Agreement to be duly executed as of the Effective Date set forth above.

INCLINE HEALTH, INC.

Sign: 
Name: M. Clay Turner
I have authority to bind INCLINE

EVLUTION NUTRITION, LLC

Sign: 
Name: M. Clay Turner
I have authority to bind EVL

SCHEDULE A

Pursuant to the Assignment Agreement, dated December 3, 2018, to which this Schedule A is attached, ASSIGNORS hereby transfer and assign to ASSIGNEE, its successors, assigns, or other legal representatives, all rights, titles, and interests in and to all subject matter disclosed in the following trademark application:

- **ASSIGNED BY INCLINE**
 - Word Mark -- **SLEEPMODE**
 - Registration Number -- 5588636
 - Word Mark -- **MODE NUTRITION**
 - Registration Number -- 5189704
 - Word Mark -- **TESTMODE**
 - Registration Number -- 5156167
 - Word Mark -- **NEUROMODE**
 - Registration Number -- 5156166

- **ASSIGNED BY EVL**
 - Word Mark -- **FLEXMODE**
 - Serial Number -- 88023347
 - Word Mark -- **VITAMODE**
 - Serial Number -- 88023334
 - Word Mark -- **PROTEINMODE**
 - Serial Number -- 88038843
 - Word Mark -- **LEANMODE**
 - Registration Number -- 5365112
 - Word Mark -- **FOCUSMODE**
 - Registration Number -- 5244969
 - Word Mark -- **RECOVERMODE**
 - Serial Number -- 87145855
 - Word Mark -- **PUMPMODE**
 - Registration Number -- 5081754
 - Word Mark / Design Mark -- **LEANMODE**
 - Registration Number -- 4670984