

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fitness Labs Nutrition Corporation		07/12/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	2575 TCA, LLC		
Street Address:	2575 W. 237 Street		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90505		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2560490	FITNESS LABS	
Registration Number:	2797921	FITNESS LABS	
Registration Number:	4946650	FITNESS LABS	
Registration Number:	5276702	FITLABS	
Registration Number:	2991754	NUTRAFIT	
Registration Number:	3622869	MUSCLEFIT	
Registration Number:	3852214	AMINOBOOST	
Registration Number:	4892870	CREAFIT	
Registration Number:	4892871	SOYFIT	
Registration Number:	4892872	THERMO RIP	
Registration Number:	4892873	PROSTAFIT	
Registration Number:	4931552	CARB ERASE	
Registration Number:	4931554	WHEYFIT	
Registration Number:	4931556	BCAAFIT	
Registration Number:	4955466	AMINOFIT	
Registration Number:	4981336	FAT ERASE	
Registration Number:	5058632	ARTHFREE	
Registration Number:	5144220	GAINER 500	
Registration Number:	5417141	EGGFIT	
TRADEMARK			

OP \$590.00 2560490

Property Type	Number	Word Mark
Registration Number:	5528045	JOINTFIT
Registration Number:	5729470	PEPTIFIT
Registration Number:	5827120	BEETFIT
Serial Number:	87159178	GERMAN CREATINE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 631-649-6109
Email: docket@schroederlawpc.com
Correspondent Name: R. Glenn Schroeder
Address Line 1: 110 Cooper Street #605
Address Line 4: Babylon, NEW YORK 11702

NAME OF SUBMITTER:	R. Glenn Schroeder
SIGNATURE:	/r. glenn schroeder/
DATE SIGNED:	08/12/2019

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made as of July 12, 2019, from NUTRITION EXPRESS CORPORATION, a California corporation (“**Nutrition Express**”), FITNESS LABS NUTRITION CORPORATION, a California corporation (“**Fitness Labs**”), LINDBERG NUTRITION, INC., a California corporation (“**Lindberg Nutrition**”), LINDBERG NUTRITION STORES, INC., a California corporation (“**Lindberg Stores**”, and together with Nutrition Express, Fitness Labs and Lindberg Nutrition, the “**Assignor**”), to 2575 TCA, LLC, a California limited liability company (“**Assignee**”) and a wholly-owned subsidiary of PIPING ROCK HEALTH PRODUCTS, LLC, a New York limited liability company. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

RECITALS

WHEREAS, this Agreement is being delivered pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Assignor, Assignee, and the other Persons set forth on the signature pages thereto (the “**Purchase Agreement**”);

WHEREAS, in accordance with the Purchase Agreement, Assignor is transferring and assigning to Assignee its right, title and interest in and to all intellectual property and all proprietary formulae owned or possessed by Assignor, in each case used or held for use in the conduct of the Business (including Assignor's goodwill therein), including but not limited to the items listed on Exhibit A attached hereto (“**Intellectual Property**”), effective as of the Closing; and

WHEREAS, Assignee desires to obtain all right, title and interest in and to the Intellectual Property according to the terms of the Purchase Agreement and this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment of the Intellectual Property. Assignor hereby sells, assigns, transfers and conveys to Assignee, its right, title and interest in and to the Intellectual Property, including all associated goodwill.

2. Assistance. From time to time, as and when requested by Assignee, at Assignee's expense, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

3. Additional Rights and Obligations of the Parties. This Agreement is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the Disclosure Schedule and the exhibits thereto). Nothing contained in this Agreement shall be deemed to expand, impair, supersede, modify, limit, extend, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities of any party under the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In

the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

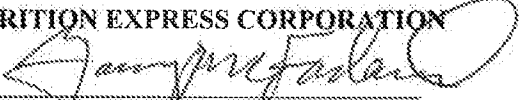
4. Miscellaneous. Article IX of the Purchase Agreement is incorporated herein, *mutatis mutandis*, as if fully set forth as a part hereof.

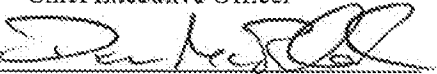
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

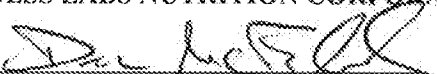
ASSIGNOR:

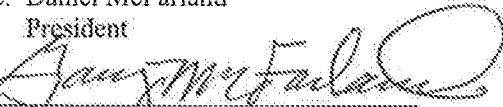
NUTRITION EXPRESS CORPORATION

By: 
Name: Gary McFarland
Title: Chief Executive Officer

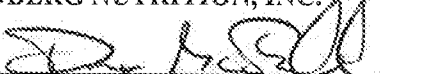
By: 
Name: Daniel McFarland
Title: President

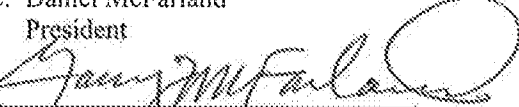
FITNESS LABS NUTRITION CORPORATION

By: 
Name: Daniel McFarland
Title: President


By: 
Name: Gary McFarland
Title: Chief Financial Officer

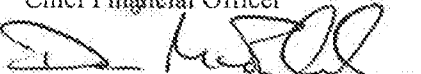
LINDBERG NUTRITION, INC.

By: 
Name: Daniel McFarland
Title: President

By: 
Name: Gary McFarland
Title: Chief Executive Officer

LINDBERG NUTRITION STORES, INC.

By: 
Name: Gary McFarland
Title: Chief Financial Officer

By: 
Name: Daniel McFarland
Title: President

ASSIGNEE:

2575 TCA, LLC

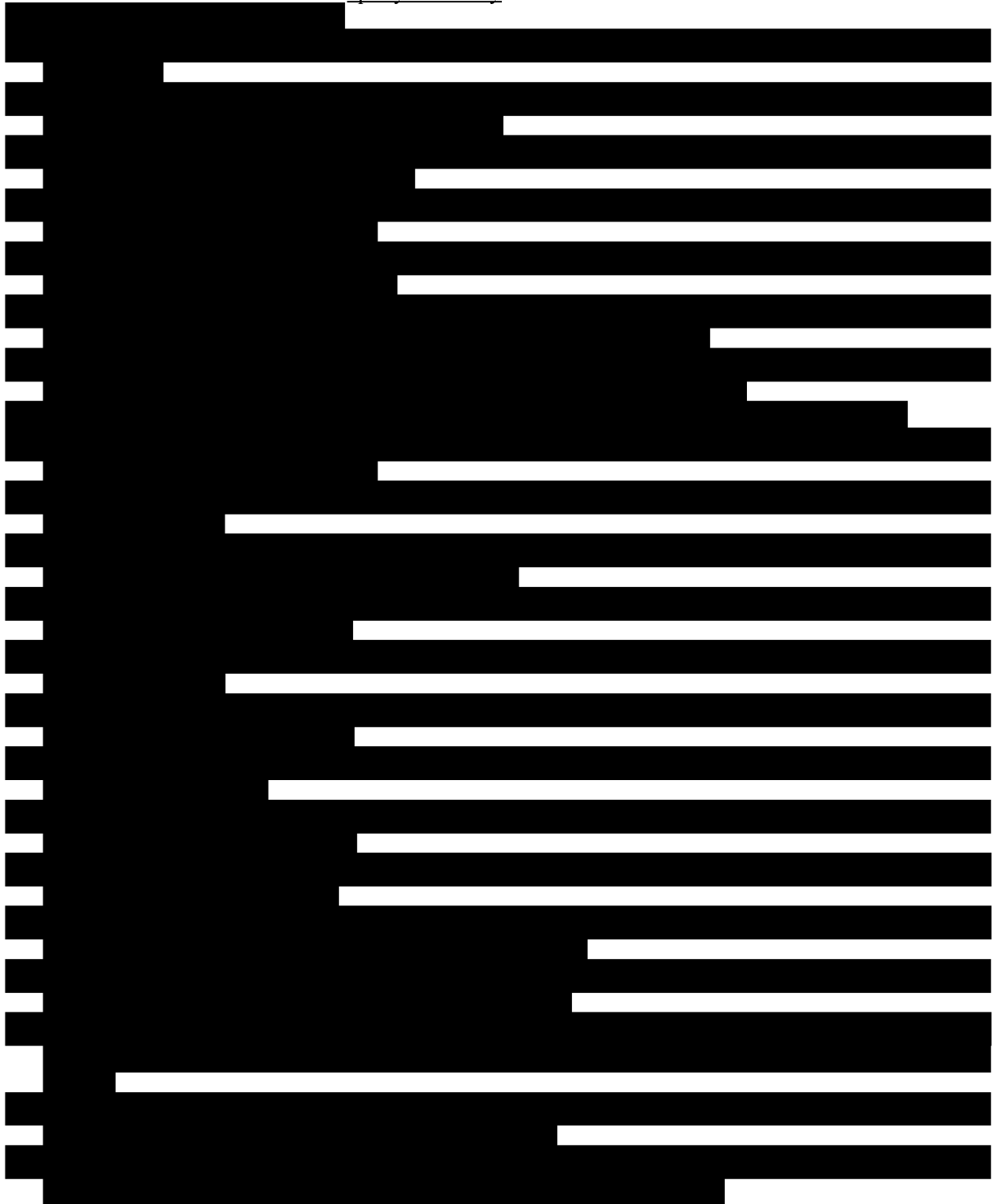
By: 

Name: Scott Rynold

Title: Chief Executive Officer

Exhibit A


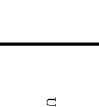

1. See Attachment – Intellectual Property Summary.



[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ATTACHMENT – INTELLECTUAL
PROPERTY SUMMARY

Mark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date	International Class(es)	Status	Owner of Record	Notes
	U.S.	7238287	1991-12-16	1730605	1992-11-10	005	Registered	Nutrition Express Corporation	
LINDBERG	U.S.	76200388	2001-01-26	2258493	2002-04-09	005, 029, 035	Registered	Nutrition Express Corporation	
ARTHEBREW	U.S.	76145335	2000-10-10	2288466	2002-06-25	005	Registered	Nutrition Express Corporation	
VASITY	U.S.	76200387	2001-01-26	2627555	2002-10-01	005	Registered	Nutrition Express Corporation	
NUTRITION EXPRESS	U.S.	78491097	2004-09-28	3022995	2005-12-13	035	Registered	Nutrition Express Corporation	
NUTRITION EXPRESS	U.S.	78489529	2004-09-24	3252775	2007-10-30	005	Registered	Nutrition Express Corporation	
LINDBERG	U.S.	77537386	2008-08-01	4045753	2011-10-25	003	Registered	Nutrition Express Corporation	
	U.S.	86674628	2015-06-25	4893040	2016-01-26	005	Registered	Nutrition Express Corporation	
	U.S.	86674638	2015-06-25	4893041	2016-01-26	005	Registered	Nutrition Express Corporation	
PINK	U.S.	86343637	2014-07-21	4669382	2016-05-31	005	Registered	Nutrition Express Corporation	
MEGA ONE	U.S.	88284832	2019-01-31			005	Tentatively approved for Publication	Nutrition Express Corporation	
FITNESS LABS	U.S.	7590644	1997-12-03	2264400	2002-04-09	005	Registered	Fitness Labs Nutrition Corporation	
FITNESS LABS	U.S.	78216196	2003-02-18	2797921	2003-12-23	005	Registered	Fitness Labs Nutrition Corporation	
NUTRAFIT	U.S.	78338080	2003-12-03	2291754	2005-09-06	005	Registered	Fitness Labs Nutrition Corporation	
MUSCLEFIT	U.S.	77592642	2008-10-14	3622869	2009-05-19	005	Registered	Fitness Labs Nutrition Corporation	
AMINOBOOST	U.S.	77695957	2009-06-26	3852214	2010-09-28	005	Registered	Fitness Labs Nutrition Corporation	
CREATIV	U.S.	86672006	2015-06-23	4892870	2016-01-26	005	Registered	Fitness Labs Nutrition Corporation	
SOVFT	U.S.	86672013	2015-06-23	4892871	2016-01-26	005	Registered	Fitness Labs Nutrition Corporation	
THRIBING RBP	U.S.	86672017	2015-06-23	4892872	2016-01-26	005	Registered	Fitness Labs Nutrition Corporation	
PROSTATIT	U.S.	86672026	2015-06-23	4892873	2016-01-26	005	Registered	Fitness Labs Nutrition Corporation	
CARB BASE	U.S.	86672004	2015-06-23	4931552	2016-04-05	005	Registered	Fitness Labs Nutrition Corporation	
WHEYFIT	U.S.	86672020	2015-06-23	4931554	2016-04-05	005	Registered	Fitness Labs Nutrition Corporation	
BCAAFIT	U.S.	86672029	2015-06-23	4931556	2016-04-05	005	Registered	Fitness Labs Nutrition Corporation	
FITNESS LABS	U.S.	86124563	2013-11-20	4946680	2016-04-26	025	Registered	Fitness Labs Nutrition Corporation	
AMINOFT	U.S.	86738514	2015-08-26	4955466	2016-05-10	005	Registered	Fitness Labs Nutrition Corporation	
FAT BEASE	U.S.	86672023	2015-06-23	4981336	2016-06-21	005	Registered	Fitness Labs Nutrition Corporation	
ARTHERRE	U.S.	86928607	2016-02-29	5058682	2016-10-11	005	Registered	Fitness Labs Nutrition Corporation	
GAINER 500	U.S.	86672011	2015-06-23	5142220	2017-02-21	005	Registered	Fitness Labs Nutrition Corporation	
FTI LABS	U.S.	86343635	2014-07-21	5276702	2017-08-29	005, 025	Registered	Fitness Labs Nutrition Corporation	
EGGFT	U.S.	87555689	2017-08-02	5417141	2018-05-06	005	Registered	Fitness Labs Nutrition Corporation	
IONFT	U.S.	87555718	2017-08-02	5528045	2018-07-31	005	Registered	Fitness Labs Nutrition Corporation	
PERFT	U.S.	87828175	2018-03-09	5729470	2019-04-16	005	Registered	Fitness Labs Nutrition Corporation	
BEEFT	U.S.	88279723	2019-01-22			005	Tentatively publishing pending disposition of TTAB proceeding	Fitness Labs Nutrition Corporation	
GERMAN CREATIVE	U.S.	87159178	2016-09-01			005		Fitness Labs Nutrition Corporation	