

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wholesale & Retail Distribution, Inc.		09/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AKTIVE Today, LLC		
Street Address:	211 E Southlake Blvd Ste 180		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5791268	AKTIVE	
Registration Number:	3413492	CHARGE	
Serial Number:	87019686	AKTIVE	
Serial Number:	87019724	AKTIVE	
Serial Number:	88142648	OXZGEN	
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:	2149224135		
Email:	rcain@hallettperrin.com		
Correspondent Name:	William W. Meier, III		
Address Line 1:	1445 Ross Avenue, Suite 2400		
Address Line 4:	Dallas, TEXAS 75202		
NAME OF SUBMITTER:	William W. Meier, III		
SIGNATURE:	/William W. Meier, III/		
DATE SIGNED:	10/11/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 6th day of August, 2019 (the "Effective Date"), by WHOLESAL & RETAIL DISTRIBUTION, INC., a Delaware corporation ("Assignor"), to and for the benefit of AKTIVE TODAY, LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain trademarks, along with United States Patent and Trademark Office applications for registration of such trademarks more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "Trademarks"); and

WHEREAS, Assignor has agreed to convey, assign, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all right, title and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks and all rights and goodwill associated therewith.

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

3. Registration. Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas are applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by both of the parties hereto.

7. Attorney in Fact. Assignor hereby constitutes and appoints Assignee the true and lawful attorney in fact of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the assets or rights conveyed herein and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed herein; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed herein; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties to this Assignment need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by each of the parties.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment as of the 5th day of August, 2019.

Michael R. Anderson
ASSIGNOR:

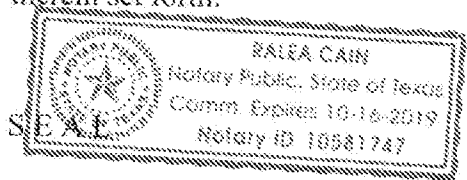
WHOLESALE & RETAIL DISTRIBUTION, INC., a Delaware corporation

By: [Signature]
Name: Michael R. Anderson
Title: President

STATE OF Texas)
COUNTY OF Dallas)

SS:

On this 5th day of August, 2019, before me personally appeared Michael R. Anderson, known to me (or satisfactorily proven) to be the person whose name is subscribed to this Assignment, and acknowledged that he, as the duly authorized President of Wholesale & Retail Distributions, Inc., a Delaware corporation, executed the same for the uses and purposes therein set forth.



Notary Public: [Signature]

My commission expires:

10-16-19

ACKNOWLEDGED AND ACCEPTED:

AKTIVE TODAY, L.L.C.,
a Texas limited liability company

By: [Signature]
Printed Name: William Nicholson
Title: Manager

[Signature Page to Trademark Assignment]

EXHIBIT A

Trademarks

Registration No.	Serial No.	Jurisdiction	Mark	Filing Date	Registration Date
5791268	87494061	United States	AKTIVE	June 17, 2017	July 2, 2019
3413492	78965162	United States	CHARGE	August 31, 2006	April 15, 2008
Pending	87019686	United States	AKTIVE	April 29, 2016	Pending
Pending	87019724	United States	AKTIVE	April 29, 2016	Pending
Pending	88142648	United States	OXZGEN	October 4, 2018	Pending