

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GoGlukos, LLC		08/05/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Shock Doctor, Inc.		
Doing Business As:	United Sports Brands		
Street Address:	11488 Slater Avenue		
City:	Fountain Valley		
State/Country:	CALIFORNIA		
Postal Code:	92708		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86780355	GLUKOS	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-6225		
Email:	tmdocketing@ballardspahr.com		
Correspondent Name:	Jodi A. DeSchane		
Address Line 1:	2000 IDS Center, 80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Jodi A. DeSchane		
SIGNATURE:	/Jodi DeSchane-JJE/		
DATE SIGNED:	08/26/2020		
Total Attachments: 6			
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source=Fully Executed IP Assignment Agreement - GLUKOS#page2.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") dated as of August 5, 2020, is made and entered into by and between **SHOCK DOCTOR, INC., dba UNITED SPORTS BRANDS**, a Delaware corporation ("Assignee") and **GOGLUKOS, LLC**, a Minnesota limited liability company ("Assignor").

BACKGROUND

A. Assignor is the owner of the trademarks identified on Exhibit A attached hereto and incorporated herein by reference (the "Intellectual Property").

B. Assignor and Assignee have executed an Asset Purchase Agreement dated as of the date hereof, by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement").

C. Assignor desires to transfer and assign all of its right, title, claim and interest in and to the Intellectual Property to Assignee pursuant to the terms of the Purchase Agreement, and Assignee desires to accept such transfer and assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement and effective as of the Closing Date (as defined in the Purchase Agreement), Assignor hereby irrevocably assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest of every kind and character throughout the world, together with any goodwill associated with such Intellectual Property, to the full extent of Assignor's ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Intellectual Property.

2. Further Action. Upon Assignee's request, Assignor will promptly take all such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Intellectual Property.

3. No Challenges. Assignor will not engage in any action to challenge the validity of the Intellectual Property after the execution of this Agreement.

4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5. No Waiver. No delay, failure or waiver by either party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude,

cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6. Purchase Agreement. This Agreement is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Agreement as and to the extent provided in the Purchase Agreement.

7. Entire Agreement. This Agreement, the Purchase Agreement and the Transaction Documents (as defined in the Purchase Agreement) constitute the entire agreements of the parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8. Governing Law; Submission to Jurisdiction; Waivers. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflict of laws that would result in the application of the laws of another jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal courts sitting in the County of Hennepin in the State of Minnesota in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto.

9. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or PDF will be effective as delivery of an executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

GoGlukos, LLC

Shock Doctor, Inc. dba United Sports Brands

By: 

Merlan Marting, Jr., Manager

By: 

Its: Chief Financial Officer

Subscribed and sworn to before me

this 5TH day of AUGUST, 2020.

Subscribed and sworn to before me

this _____ day of _____, 2020.

Notary Public

Notary Public

[Seal]

[Seal]

SEE ATTACHED
NOTARIAL CERTIFICATE

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 007034 FRAME: 0363

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

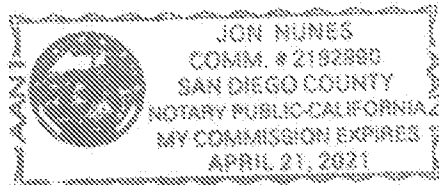
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 5th day of August,

2020 by MERLAN MARTING, JR.

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature] (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Intellectual Property
(Title or description of attached document)

Assignment Agreement
(Title or description of attached document continued)

Number of Pages 6 Document Date 08-05-20

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ◊ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me

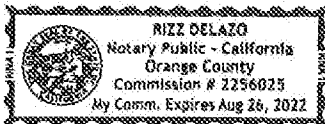
on this 19 day of AUGUST, 2020,
by Date Month Year

(1) KEVIN JOHNSON

(2) _____

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Place Notary Seal Above

Signature [Signature]

Signature of Notary Public

OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document
or fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

EXHIBIT A

INTELLECTUAL PROPERTY

Registered Intellectual Property.

- The mark “GLUKOS” in block letters. Serial Number 86780355. I 021. US 002 013 023 029 030 033 040 050. G&S: Water Bottles sold empty.

Material Unregistered Intellectual Property:

- Common law trademark rights arising from Seller’s use of the following marks in commerce in the United States of America:
 - GLUKOS
 - GLUKOS ENERGY
 - ORAL IV
 - 2X ENERGY 2X FASTER
 - PURE PERFORMANCE
 - FAST.NATURAL.ENERGY
 - FUEL FOR YOUR BODY
 - YOUR BODY’S ONLY FUEL
 - YOUR BODY’S ONLY ENERGY

Seller-Owned Recipes and Formulae:

- Gels
 - Fruit Punch & Orange
 - New Flavors Requested by USB in development
- Energy Powder
 - Orange & Fruit Punch
- Chewable Tablets
 - Orange and Fruit Punch

Co-Packer Owned Recipes and Formulae:

- Gummies
 - Fruit punch, Orange, Lemon - Santa Cruz Nutritionals
- Protein Powder
 - Chocolate – Santa Cruz Nutritionals
- Energy Bars
 - Creative Energy (co-packer) owns 4 flavors until minimum PO quantity met
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