

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triple Impact Nutrition Corporation		06/09/2021	Corporation:
RECEIVING PARTY DATA			
Name:	FitLife Brands, Inc.		
Street Address:	5214 S. 136th Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68137		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5510215	BEET NATURAL	
Registration Number:	5883603	BEET ACTIVE	
Serial Number:	86098818	LIMITLESS XR ALPHA-GPC AMPLIFIER	
Serial Number:	88850660	TRIPACT PROTEIN	
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>			
Email:	trademark@mcgrathnorth.com		
Correspondent Name:	Luke C. Holst		
Address Line 1:	1601 Dodge Street		
Address Line 2:	First National Tower, SUITE 3700		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Luke C. Holst		
SIGNATURE:	/LUKE C. HOLST/		
DATE SIGNED:	06/10/2021		
Total Attachments: 3			
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OP \$115.00 5510215

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into effective as of June 9, 2021, by Triple Impact Nutrition Corporation, a New Jersey corporation doing business as "Nutrology" ("Assignor") and FitLife Brands, Inc., a Nevada corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the trademark registrations and trademark applications in the United States of America, and desires to assign and transfer the trademarks set forth in Schedule 1 attached hereto (hereinafter, the "Trademarks");

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to acquire and accept from Assignor, for the consideration and upon the terms and conditions set forth herein, all of Assignor's right, title and interest in, to and under the Trademarks.

1. **ASSIGNMENT OF TRADEMARKS.** For good and valuable consideration, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor all of Assignor's right, title and interest in and to the Trademarks, including renewals of registration and the goodwill associated with or symbolized by the Trademarks, and all claims, causes of action and enforcement rights of any kind, and all rights to sue or otherwise bring actions for past, present or future infringement or other misappropriation or violation of the Trademarks. The foregoing assignment in this Section 1 includes all rights:

- (a) To apply for, file, register, maintain, extend, or renew the Trademarks and to transfer same and grant licenses and other rights with respect thereto;
- (b) To collect royalties and other payments under or on account of the Trademarks;
- (c) Of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
- (d) To any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **RECORDATION.** The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office or any foreign equivalent thereto to record this assignment.

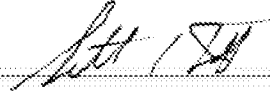
3. **ASSIGNMENT; INUREMENT.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than Assignee, Assignor, or their successors or assigns, any rights or remedies under or by reason of this Agreement.

4. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

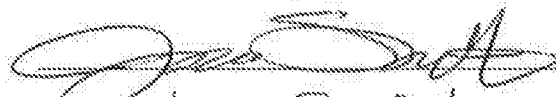
TRIPLE IMPACT NUTRITION
CORPORATION d/b/a NUTROLOGY



By: Scott Tull

Its: Owner



FITLIFE BRANDS, INC.



By: Jenna Smith

Its: COO

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Trademark	Company	Jurisdiction	Status	Registration/Serial No.
BEET NATURAL	Triple Impact Nutrition	United States	Registered, July 3, 2018	5,510,215
BEET ACTIVE	Triple Impact Nutrition d/b/a Nutrology	United States	Registered, Oct. 15, 2019	5,883,603
 LIMITLESS <small>ALPHA-BETA GAMMA-Delta</small>	Triple Impact Nutrition	United States	Suspended, March 13, 2014	86/098,818
TRIPACT PROTEIN	Triple Impact Nutrition	United States	Pending	88/850,660
 NUTROLOGY <small>PROTEIN, SUPPLEMENT</small>	Triple Impact Nutrition	United States	Abandoned, April 12, 2019	87/850,421