

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663785

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Muscle Elements Inc.		05/08/2014	Corporation: DELAWARE
Eric Tomko		05/08/2014	INDIVIDUAL: UNITED STATES
Casey Crane		05/08/2014	INDIVIDUAL: UNITED STATES
James Tracy		05/08/2014	INDIVIDUAL: UNITED STATES
Kevin Ramos		05/08/2014	INDIVIDUAL: UNITED STATES
Marcus Smalls		05/08/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Bio-Engineered Supplements & Nutrition, Inc.
Street Address:	5901 BROKEN SOUND PKWY NW
Internal Address:	SUITE 600
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4649849	MUSCLE ELEMENTS
Registration Number:	4732137	212
Registration Number:	4752440	LEANWORKS
Registration Number:	4782437	BUILD A BETTER YOU WITH ME
Registration Number:	4800187	PRECRE

CORRESPONDENCE DATA

Fax Number: 3126095005
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: 312-609-7943
Email: skowalski@vedderprice.com
Correspondent Name: Sylvia Kowalski
Address Line 1: 222 N. LASALLE STREET - 24TH FLOOR

TRADEMARK

Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	45193.02.0058
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	07/30/2021
Total Attachments: 3 source=ME Assignment (006) (002)#page1.tif source=ME Assignment (006) (002)#page2.tif source=ME Assignment (006) (002)#page3.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, effective on the 8th day of May, 2014, is by and between Muscle Elements Inc., a Delaware corporation authorized to transact business in Florida, Eric Tomko, Casey Crane, James Tracy, Kevin Ramos and Marcus Smalls (herein collectively referred to as "Assignors") and Bio-Engineered Supplements & Nutrition, Inc., a Delaware corporation authorized to transact business in Florida, its successors and assigns (herein collectively referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignors wish to convey to Assignee all of their right, title, and interest in and to the intellectual property used in connection with Muscle Elements, Inc. and the sale of its products, including, but not limited to, Assignors' trademarks, copyrights, patents and any other right, title or interest they hold in the trade name "MUSCLE ELEMENTS" and the following trademark applications and any registrations resulting therefrom: "MUSCLE ELEMENTS" (Serial No. 85896035), "ME MUSCLE ELEMENTS" (Serial No. 85923894), "BUILD A BETTER U, WITH ME" (Serial No. 85924579), "AMINO FLOW" (Serial No. 8593890), "PRE-CRE" (Serial No. 85953881), "212" (Serial No. 85953854), "LEANWORKS" (Serial No. 85974057) and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Assignors; and

WHEREAS, Assignors wish to convey to Assignee all of their right, title and interest in and to the following products, including all formulas, labels and sales and marketing materials conceived, developed or created by or on behalf of any of the Assignors, and all modifications and extensions relating thereto, including but not limited to different flavors, colors, ingredients or package sizes: an amino product currently named by Assignors as "AmiNo Flow;" a pre-workout product currently named by Assignors as "Pre-Cre;" a fat-burning product currently named by Assignors as "212;" and a diet product currently named by Assignors as "LeanWorks." Actual examples of the referenced labels and marketing materials as such labels and marketing materials are being used are attached hereto as Exhibit A.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignors hereby transfer, set over, convey and irrevocably assign to Assignee any and all of Assignors' right, title and interest in and to the names and marks "MUSCLE ELEMENTS" (Serial No. 85896035), "ME MUSCLE ELEMENTS" (Serial No. 85923894), "BUILD A BETTER U, WITH ME" (Serial No. 85924579), "AMINO FLOW" (Serial No. 8593890), "PRE-CRE" (Serial No. 85953881), "212" (Serial No. 85953854), "LEANWORKS" (Serial No. 85974057), including all related trade names, logos, service marks, similar design identification marks, common law rights, copyrighted material and patentable inventions, any goodwill of the business symbolized thereby, and any and all state or federal applications or

registrations filed or issued in connection therewith and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Assignors.

2. Assignors hereby transfer, set over, convey and irrevocably assign to Assignee any and all of Assignors' right, title and interest in and to the following products, including all formulas, labels and sales and marketing materials conceived, developed or created by or on behalf of any of the Assignors, and all modifications and extensions relating thereto, including but not limited to different flavors, colors, ingredients or package sizes: an amino product currently named by Assignors as "AmiNo Flow;" a pre-workout product currently named by Assignors as "Pre-Cre;" a fat-burning product currently named by Assignors as "212;" and a diet product currently named by Assignors as "LeanWorks."

3. The precise formula for each of the products referenced in paragraph 2 above shall be provided by Assignors to the Escrow Agent, as that term is defined in the Intellectual Property Escrow Agreement of even date executed in connection herewith. Assignors hereby declare under penalty of perjury that such formulas are the exact formulas utilized by Assignors in manufacturing said products.


4. Assignors further declare under penalty of perjury that they will immediately notify Assignee of any changes to the formulas referenced herein, as well as any newly created or modified labels and sales and marketing materials and will execute all documentation necessary to transfer said labels and materials to Assignee.

5. This Agreement shall be construed under and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

Muscle Elements Inc.

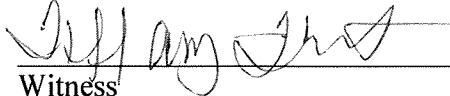
Bio-Engineered Supplements & Nutrition, Inc.

By:  _____

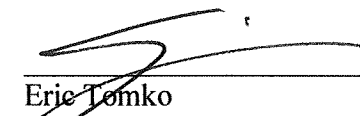
By: _____

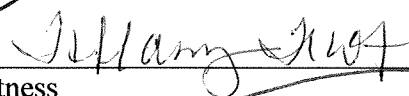
Its: CEO _____

Its: _____

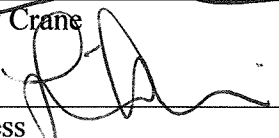

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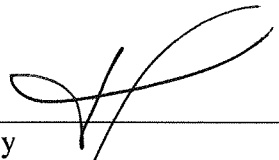
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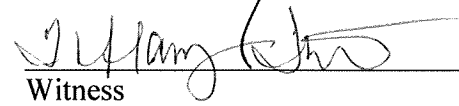

Eric Tomko

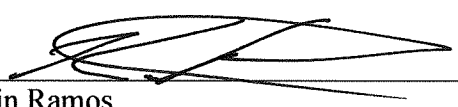

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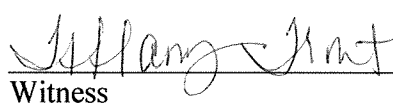

Casey Crane

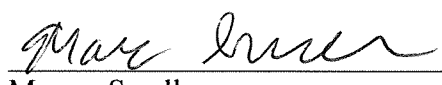

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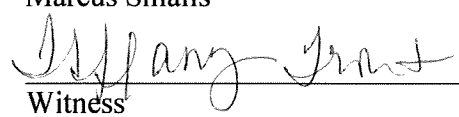

James Tracy


Witness


Kevin Ramos


Witness


Marcus Smalls


Witness