

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ketologic, LLC		09/23/2022	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DE II, LLC		
<b>Street Address:</b>	1452 A Industry Drive		
<b>City:</b>	Burlington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27215		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5551598	FUEL YOUR BEST	
<b>Serial Number:</b>	88083338	KETO CRISP	
<b>Registration Number:</b>	6247735	KETO CRISPS	
<b>Registration Number:</b>	5962505	KETO INDULGE	
<b>Registration Number:</b>	5649828	KETOENERGY	
<b>Registration Number:</b>	5392898	KETOLOGIC	
<b>Registration Number:</b>	5681085	KETOMEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9177934503		
<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>			
<b>Email:</b>	uspt@polsinelli.com		
<b>Correspondent Name:</b>	Craig M. Spierer		
<b>Address Line 1:</b>	PO Box 140310		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64114-0310		
<b>NAME OF SUBMITTER:</b>	Craig M. Spierer		
<b>SIGNATURE:</b>	/Craig M. Spierer/		
<b>DATE SIGNED:</b>	10/06/2022		

CH \$190.00 5551598

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made as of September 23, 2022 by and between KetoLogic, LLC, a North Carolina limited liability company (“Assignor”), and DE II, LLC, a North Carolina limited liability company (“Assignee”) (individually a “Party” and, collectively, the “Parties”). Any capitalized terms used but not defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement dated as of even date herewith by and between the Parties (the “APA”).

**WHEREAS**, pursuant to the APA, Assignor has conveyed, transferred and assigned to Assignee, among other assets, the Intellectual Property and Intellectual Property Registrations; and

**WHEREAS**, the Parties have agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office, European Union Intellectual Property Office, Australian Registrar of Trademarks, and any other similar entities or agencies in any applicable jurisdictions (collectively, the “Trademark Offices”).

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor, for itself and its predecessors in title, if any, hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee, and Assignee hereby accepts, any and all of Assignor’s right, title and interest in, to and under the following (collectively, the “Assigned IP”):

- (a) the trademark registrations and applications set forth on Exhibit A attached hereto;
- (b) all of Assignor’s (i) other trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered, unregistered or arising by law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (ii) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or governmental authority; (iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (iv) formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable;
- (c) each registration, application or other filing by, to or with any governmental authority or authorized private registrar in any jurisdiction associated with the foregoing, including all issuances, extensions and renewals thereof;
- (d) all goodwill of the business connected with the use of, and symbolized by, the foregoing;
- (e) any and all income, royalties, damages, payments and other proceeds now or hereafter due or payable with respect to the foregoing;
- (f) any and all claims and causes of action with respect to any of the foregoing (including, for the avoidance of doubt and without limitation, any trial and appeal board proceedings, cease and desist demands, and letters of protest, and any agreements, settlements, and other rights arising

therefrom), whether accruing before, on, or after the date hereof, whether asserted or unasserted, 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; and

(g) all rights 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.

2. Recordation. Assignor hereby authorizes each of the Trademark Offices, and each commissioner, registrar, official, representative or agent of each Trademark Office, to record and register this Agreement upon request by Assignee.

3. Miscellaneous.

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Assigned IP; (ii) institute and prosecute, or continue to prosecute, all claims, actions, suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Assigned IP; and (iii) do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such other and further acts, assignments, transfers, assurances, and instruments that are reasonably necessary in order to effectuate and perfect the assignment contemplated by this Agreement, to record this Agreement with any Trademark Office, and to otherwise secure in Assignee's name the Assigned IP.

(c) The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to, and subject to, the APA. The terms of the APA shall supersede any inconsistent or conflicting terms of this Agreement.

(d) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective successors and assigns. This Agreement may be executed in counterparts. Photocopies of signatures shall be deemed original signatures and shall be fully binding on the Parties to the same extent as original signatures.

[Signature page(s) follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first above set forth.

**ASSIGNOR:**

**KetoLogic, LLC**

DocuSigned by:  
*Mike Wyse*  
By: \_\_\_\_\_  
Name: Michael Wyse  
Title: Authorized Representative

**ASSIGNEE:**

**DE II, LLC**

By: Disruptive Enterprises, LLC  
Its: Manager  
DocuSigned by:  
*Mike Hockenberry*  
By: \_\_\_\_\_  
Name: Michael Hockenberry  
Title: President

**EXHIBIT A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration/ Serial Number</b>	<b>Class</b>	<b>Registration/ Application Date</b>
FUEL YOUR BEST	United States	5,551,598	005	August 28, 2018
KETO CRISP	United States	88/083,338	029	August 17, 2018
KETO CRISPS	United States	6,247,735	029	January 12, 2021
KETO INDULGE	United States	5,962,505	030	January 14, 2020
KETOENERGY	United States	5,649,828	005	January 8, 2019
KETOLOGIC	United States	5,392,898	005	January 30, 2018
KETOMEAL	United States	5,681,085	005	February 19, 2019
FUEL YOUR BEST	Australia	1876861	005	September 29, 2017
KETOLOGIC	Australia	1876078	005	September 27, 2017
FUEL YOUR BEST	EU	017212812	005	January 9, 2018
KETOLOGIC	EU	017212804	005	January 9, 2018