OP \$90.00 5214184

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM764411

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RHINOCO INC.		10/27/2022	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	NF SPORTS LLC	
Street Address:	14101 Commerce Way	
City:	Miami Lakes	
State/Country:	FLORIDA	
Postal Code:	33016	
Entity Type:	Limited Liability Company: FLORIDA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5214184	WODPAK
Registration Number:	5214185	NUTRIWHEY
Registration Number:	5218549	NF SPORTS

CORRESPONDENCE DATA

Fax Number:

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: 3058582627

Email: kim@kkolbacklaw.com

Correspondent Name: Law Offices Of Kimberly Kolback Address Line 1: Law Offices Of Kimberly Kolback 1884 Brickell Ave., Suite 800

Address Line 2: c/o Kim Kolback

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Kimberly Kolback
SIGNATURE:	/s/Kim Kolback/
DATE SIGNED:	10/29/2022

Total Attachments: 2

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> TRADEMARK REEL: 007889 FRAME: 0291

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective this <u>27th</u> of <u>October</u>, 2022 ("Effective Date") from RHINOCO INC., a Florida corporation, 11455 SW 100 Terrace, Miami, FL 33176 ("Assignor"), to NF SPORTS LLC, a Florida limited liability company, 14101 Commerce Way, Miami Lakes, FL 33016 ("Assignee").

WHEREAS, Assignor owns all rights, title and interest in, to and under certain intellectual property, to wit:

United States Trademark **Registration No. 5214184** for the mark WODPAK registered on May 30, 2017;

United States Trademark **Registration No. 5214185** for the mark NUTRIWHEY registered on May 30, 2017; and

United States Trademark **Registration No. 5218549** for the stylized mark NF SPORTS registered on June 6, 2017;

Hereafter collectively referred to as the "Intellectual Property",

WHEREAS, Assignee wishes to acquire from Assignor all of its rights, title and interest in, to and under such Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, Assignors' entire rights, title and interest in, to and under the following:

- 1. United States Trademark Registration No. 5214184, United States Trademark Registration No. 5214185 and United States Trademark Registration No. 5218549, together with that part of the goodwill of Assignor's business connected with the use thereof and symbolized thereby and any and all other rights, privileges and priorities provided under United States, state and foreign law with respect to the foregoing, including without limitation common-law rights and rights under the laws of unfair competition ("Transferred Rights"), including:
 - A. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom;
 - B. Any and all rights to license fees, royalties, profits, compensation or other payments or remuneration of any kind relating to the Transferred Rights; and
 - C. Any and all rights to obtain renewals, reissues and extensions of registrations or other legal protections pertaining to the Transferred Rights.
- 2. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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- 3. Assignor hereby covenants that it is the sole owner of the Transferred Rights, free and clear of any and all liens, security interests, claims or other encumbrances of any kind, that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreements inconsistent herewith.
- 4. Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Transferred Rights in Assignee and to record this Assignment with all appropriate authorities.
- 5. This Assignment may be executed in any number of counterparts, and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR: Rhinoco Inc.	ASSIGNEE: Natural Fuel LLC
By:	By:
Print name: Crystal Umpierre	Print name: Joaquin Cruz
Title: In-House Counsel	Title: CEO

RECORDED: 10/29/2022

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