

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProSource Performance Products, Inc.		09/28/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Peak Protein Inc.		
Street Address:	2317 Route 34		
Internal Address:	Suite 2B		
City:	Manasquan		
State/Country:	NEW JERSEY		
Postal Code:	08736		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97747142	PEAK PROTEIN	
Serial Number:	97823575	PEAK 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>			
Phone:	908-758-1374		
Email:	docket@charneyiplaw.com		
Correspondent Name:	charney ip law llc		
Address Line 1:	233 Mount Airy Road		
Address Line 2:	Suite 100		
Address Line 4:	Basking Ridge, NEW JERSEY 07920		
NAME OF SUBMITTER:	Scott E. Charney		
SIGNATURE:	/scott e. charney/		
DATE SIGNED:	09/28/2023		
Total Attachments: 3			
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OP \$65.00 97747142

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of the last day signed below between ProSource Performance Products, Inc., a corporation duly organized and existing under the laws of the State of New Jersey, having a place of business at 2220 Landmark Place, Suite 8, Manasquan, New Jersey 08736 ("Assignor") and Peak Protein Inc., a corporation duly organized and existing under the laws of the State of New Jersey, having a place of business at 2317 Route 34, Suite 2B, Manasquan, New Jersey 08736 ("Assignee").

WHEREAS, Assignor has adopted and has used, and continues to use, the trademarks identified in Schedule A, including various scripts, logos, trade dress and other indicia associated therewith in connection with, *inter alia*, "Nutritional supplement shakes; Nutritional supplements; Protein supplement shakes; Protein supplements; Whey protein supplements;" and "Nutritional supplements in the form of powder; Protein supplements; Whey protein supplements;" (the "Marks"); and

WHEREAS, Assignor has agreed to assign its interest in the Marks, including the goodwill of the business symbolized by the Marks, to Assignee;

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, the receipt and sufficiency of which is acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Rights. Assignor hereby assigns exclusively to Assignee all United States rights, title and interests that Assignor has or may have pursuant to statute or common law in and to the Marks, together with the underlying goodwill of the business symbolized by the Marks, and any and all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors and assigns.

2. Consideration. In consideration for the assignment of the Marks, Assignee has provided the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged.

3. Warranties. Assignor represents and warrants to Assignee that, to the actual knowledge of Assignor, Assignor is the sole owner of all rights, title and interest in and to the Marks; that Assignor has full power and authority to enter into this Agreement and to make the assignment and transfer contemplated by this Agreement; and that Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered any rights with regard to the Marks.

4. Further Assurances. Assignor agrees to provide any and all documents or testimony necessary to perfect this assignment. Assignor further agrees that it will not attack or challenge in any manner the validity of this assignment and Agreement.

5. Execution of Agreement. The parties acknowledge that, in executing this Agreement, they carefully reviewed its terms with counsel of their choice, and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Agreement shall not be construed presumptively against either party. This Agreement may be signed in counterparts.

6. Enforcement. Should either party seek to enforce against the other any term or terms of this Agreement, jurisdiction and venue are agreed to be properly and exclusively found in the state and federal courts of the State of New Jersey. The parties also agree that the validity, construction and performance of this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New Jersey, without regard to its conflict of laws principles.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and may only be modified by an agreement in writing signed by both parties.

8. Binding. This Agreement shall be binding upon, and inure to the benefit of, the parties, their officers, agents, legal representatives, employees, successors, assigns, subsidiaries, licensees and all those in active concert or participation with them.

By their execution below, the parties hereto have agreed to the terms and conditions of this Agreement.

ProSource Performance Products, Inc.

Peak Protein Inc.

SIGNED:  _____

SIGNED:  _____

BY: Robert Chinery Jr _____

BY: Thomas Chinery _____

TITLE: President _____

TITLE: President _____

DATE: 9/28/2023 _____

DATE: 9/28/2023 _____

SCHEDULE A

1. U.S. Trademark Application No. 97747142 for **PEAK PROTEIN**
2. U.S. Trademark Application No. 97823575 for **PEAK PROTEIN and DESIGN**

