

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USA Nutraceuticals Group, Inc.		12/12/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Monster Energy Company		
Street Address:	1 Monster Way		
City:	Corona		
State/Country:	CALIFORNIA		
Postal Code:	92879		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	90383662	KETO BEAST	
Registration Number:	4334953	BEAST	
Registration Number:	3719344	BEAST	
Registration Number:	5551109	BEAST BAR	
Registration Number:	3978998	BEAST MODE	
Registration Number:	4956307	BEAST PACKS	
Registration Number:	4405431	BEAST. SINCE 1995	
Registration Number:	6895281	BEAST SPORTS NUTRITION	
Registration Number:	4338809	BEAST STACK	
Registration Number:	4543954	BEAST WEAR	
Registration Number:	3913007	PREDATOR	
Registration Number:	2012763	THE BEAST	
Registration Number:	6469830	TRAIN LIKE A BEAST	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		

OP \$340.00 90383662

Correspondent Name: Jessica Sganga
Address Line 1: 2040 Main Street, 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Morgan Robertson
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SIGNATURE:	/Morgan Robertson/
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DATE SIGNED:	12/15/2023
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Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Agreement**”) is made and entered into as of December 12, 2023 (“Effective Date”), by and between USA Nutraceuticals Group, Inc., and Ultra-Lab Nutrition, Inc. d/b/a Beast Sports, a Florida corporation, with its principal place of business at 3100 NW Boca Raton Boulevard, Suite 213, Boca Raton, Florida 33431 (collectively, the “**Assignor**”) and Monster Energy Company, a Delaware corporation, with its principal place of business at 1 Monster Way, Corona, California 92879 (“**Assignee**”). The Assignor and the Assignee are individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor has agreed to sell to Assignee certain intellectual property assets set forth in Annex A attached hereto) and all goodwill associated therewith (“**Purchased Assets**”), and Assignee has agreed to acquire and assume from the Assignor, said intellectual property assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Definitions.** A defined term has its defined meaning throughout this Agreement and in the Annex to this Agreement, regardless of whether it appears before or after the place where it is defined. As used in this Agreement, the following terms have the meanings specified below:

“**Business**” shall mean Assignor’s business of selling dietary and nutritional supplements, including but not limited to vitamins, protein powders, and other sports performance supplements, using marks containing the words BEAST or PREDATOR.

“**Intellectual Property**” shall mean all of Assignor’s right, title, and interest in and to certain intellectual property and proprietary rights solely relating to the Purchased Assets, which may exist or be created under the laws of any jurisdiction in the world, including: (a) trade names, logos, slogans, taglines, trade dress, trademarks, service marks, certification marks, collective marks, and other source or business identifiers and general intangibles of a like nature, and all common law rights associated therewith, as well as trademark and service mark registrations, renewals, and applications therefor, and all goodwill associated with the foregoing, whether protected, created, or arising under the laws of the United States (including common law) or any other jurisdiction or under any international convention (collectively, the “Trademarks”); (b) design rights and rights associated with works of authorship (including packaging art, text and graphics, website art, text, and graphics, and copyrights related to the Trademarks), including exclusive exploitation rights, mask work rights, copyrights, and moral and similar attribution rights, and all applications, registrations, and renewals in connection therewith; (c) proprietary rights in any website names, internet domain names, IP addresses, and social media handles, including the access information for the same; (d) copies of formulas, recipes, product specifications, and ingredient lists for products bearing the marks BEAST and PREDATOR as listed in the Purchased Assets (“Formulations”), but exclusive rights and ownership rights to the Formulations are not being sold or transferred to Assignee; (e) rights in or relating to any and all registrations, goodwill, issuances, provisionals, reissuances, continuations, continuations in part, revisions, substitutions, reexaminations, renewals, extensions, combinations, divisions, and reissues of, and applications

for, any of the foregoing rights and all common law rights; and (f) rights to prosecute, sue, enforce, or recover or retain damages, costs, or attorneys' fees with respect to the past, present, and future infringement, misappropriation, dilution, unauthorized use or disclosures, or other violation of any of the foregoing as it relates to the Purchased Assets and solely as set forth in Annex A.

2. **Assignment and Assumption of the Intellectual Property.** Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, the entire right, title, and interest throughout the world in and to all of the Purchased Assets and the Intellectual Property relating solely to the Purchased Assets.

3. **Further Assurances.** From and after the Effective Date, upon Assignee's reasonable request, Assignor shall use commercially reasonable efforts to execute any other agreements, documents, or assignments, or take any other actions reasonably necessary in order to vest the Intellectual Property related to the Purchased Assets assigned herein in Assignee, including any additional assignment documents as required in each jurisdiction where Assignor owns or holds Intellectual Property related to the Purchased Assets. From and after the Effective Date, Assignor shall, at the request of Assignee, execute and deliver any further instruments or documents and take all such further action as Assignee may reasonably request in order to vest the Intellectual Property related to the Purchased Assets assigned herein in Assignee.

4. **No Third Party Beneficiaries.** This Agreement is intended and agreed to be solely for the benefit of the parties hereto and their permitted successors and assigns, and no other party shall be entitled to rely on this Agreement or accrue any benefit, claim, or right of any kind whatsoever pursuant to, under, by, or through this Agreement.

5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware. The Parties, and their successors and assigns, hereby elect to submit to the exclusive jurisdiction of the courts located within Delaware with respect of any action or proceeding arising out of or related to this Agreement. In the event of litigation between the Parties, the non-prevailing Party shall be responsible for the reasonable attorneys' fees and costs of the prevailing Party.

6. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts or copies by the Parties. Each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement.

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

ASSIGNOR:

USA Nutraceuticals Group, Inc.

By: Anthony Altieri
Anthony Altieri
President

Ultra-Lab Nutrition, Inc. d/b/a Beast Sports

By: Anthony Altieri
Anthony Altieri
President

ASSIGNEE:

Monster Energy Company

Rodney Sacks

Chairman and co-CEO

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

ASSIGNOR:

USA Nutraceuticals Group, Inc.


By: _____
Anthony Altieri
President

Ultra-Lab Nutrition, Inc. d/b/a Beast
Sports

By: _____
Anthony Altieri
President

ASSIGNEE:

Monster Energy Company



Rodney Sacks (Dec 12, 2023 23:22 GMT)

Rodney Sacks

Chairman and co-CEO

ANNEX A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PATENTS

None.

COPYRIGHTS

All copyrights existing in and related to the labeling and marketing materials related to the BEAST and PREDATOR marks as listed in the Trademark Schedule below.

Copyright registrations: None.

WEB DOMAINS AND SOCIAL MEDIA

Proprietary rights in any website names, internet domain names, IP addresses, and social media handles, including the access information for the same, related to the BEAST and PREDATOR marks as listed in the Trademark Schedule below, including the following:

PLATFORM	ACCOUNT HANDLE
Instagram	@beastsportsnutrition
Instagram	@teambeastsports
Instagram	@beastmaster95
X	@beastsports
Facebook	@beastsportsnutrition
Facebook	@beastsportsnutrition Australia
YouTube	@beastsportsnutrition
TikTok	@beastsportsnutrition

DOMAIN	STATUS	Auto Renew
beast-nutrition.com	Active	Yes
beastanabolics.com	Active	Yes
beastbar.com	Active	Yes
beastblogger.com	Active	Yes
beastnaturals.com	Active	Yes
beastnutrition.biz	Active	Yes
beastnutrition.co	Active	Yes
beastnutrition.com	Active	Yes
beastnutrition.info	Active	Yes
beastnutrition.me	Active	Yes
beastnutrition.mobi	Active	Yes
beastnutrition.net	Active	Yes
beastnutrition.org	Active	Yes
beastnutrition.us	Active	Yes
beastsport.com	Active	Yes
beastsportcbd.com	Active	Yes

DOMAIN	STATUS	Auto Renew
beastsports.com	Active	Yes
beastsportsapparel.com	Active	Yes
beastsportscbd.com	Active	Yes
beastsportsnutrition.com	Active	Yes
beastsupplements.com	Active	Yes
beastsupplements.info	Active	Yes
beastsupplements.net	Active	Yes
beastsupplements.org	Active	Yes
beastsupps.com	Active	Yes
beastwear.com	Active	Yes
predatorlabs.com	Active	Yes
supplementbeast.com	Active	Yes

TRADEMARKS

U.S. Pending Applications

Mark	App. Date Serial No.	Class / Goods	Owner
KETO BEAST	App 15-DEC-2020 App 90383662	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.

U.S. Registrations

Mark	App. Date & Serial No. Reg. Date & No.	Goods and Services	Owner Name
BEAST	App 19-OCT-2012 App 85758767 Reg 14-MAY-2013 Reg 4334953	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.
BEAST	App 18-MAR-2008 App 77425273 Reg 01-DEC-2009 Reg 3719344	Cl. 25 Clothing, namely, shirts, tank tops, tee shirts	USA Nutraceuticals Group, Inc.
BEAST BAR	App 16-JAN-2015 App 86506053 Reg 28-AUG-2018 Reg 5551109	Cl. 5 Dietary and nutritional supplements in bar form Cl. 29: Protein-based, namely, whey and/or egg-based, nutrient-dense ready to eat snack bars	USA Nutraceuticals Group, Inc.
BEAST MODE	App 01-FEB-2010 App 77925401 Reg 14-JUN-2011 Reg 3978998	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.

BEAST PACKS	App 13-DEC-2013 App 86143253 Reg 10-MAY-2016 Reg 4956307	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.
BEAST. SINCE 1995 BEAST. <small>SINCE 1995</small>	App 29-DEC-2011 App 85506038 Reg 24-SEP-2013 Reg 4405431	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.
BEAST SPORTS NUTRITION	App 23-MAR-2022 App 97326154 Reg 08-NOV-2022 Reg 6895281	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.
BEAST STACK	App 26-OCT-2012 App 85765088 Reg 21-MAY-2013 Reg 4338809	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.
BEAST WEAR	App 13-MAR-2012 App 85567616 Reg 03-JUN-2014 Reg 4543954	Cl. 25 Athletic apparel, namely, shirts sold in conjunction with co-branded dietary and nutritional supplements	USA Nutraceuticals Group, Inc.
YEAST IS A BEAST	App 17-JAN-2015 App 86506377 Reg 24-APR-2017 Reg 5453849	Cl. 5: Probiotic nutritional supplements for preventing and fighting yeast infections	USA Nutraceuticals Group, Inc. ¹
PREDATOR	App 14-JAN-2010 App 77911886 Reg 01-FEB-2011 Reg 3913007	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.
THE BEAST	App 23-MAR-1995 App 74650530 Reg 29-OCT-1996 Reg 2012763	Cl. 5 Vitamins and nutritional food supplements	USA Nutraceuticals Group, Inc.
TRAIN LIKE A BEAST	App 25-NOV-2020 App 90342691 Reg 31-AUG-2021 Reg 6469830	Cl. 5 Dietary and nutritional supplements	USA Nutraceuticals Group, Inc.

¹Presently, Lovebug Nutrition, Inc. (“Lovebug”) is the recorded owner of the Trademark Registration for “Yeast is a “Beast” with the USPTO. In the settlement agreement, Lovebug assigned the Trademark Registration to Seller but the assignment has not yet been recorded with the USPTO.

International Filings

Trademark	Class	Country	App./Reg. Information	Owner Name
BEAST	5	Australia	Reg. No. 1639191	USA Nutraceuticals Group, Inc.
BEAST	5	Madrid Protocol (designating AE, IR, IS, NO)	IR No. 1139097	USA Nutraceuticals Group, Inc.
BEAST	5	Iran	IR No. 1139097	USA Nutraceuticals Group, Inc.
BEAST	5	Norway	IR No. 1139097	USA Nutraceuticals Group, Inc.
BEAST	5	Iceland	IR No. 1139097	USA Nutraceuticals Group, Inc.
BEAST	5	United Arab Emirates	IR No. 1139097	USA Nutraceuticals Group, Inc.
BEAST	5	Malaysia	App. No. 2012019369	USA Nutraceuticals Group, Inc.
BEAST	5	Panama	Reg. No. 220204	USA Nutraceuticals Group, Inc.
BEAST	5	Japan	App. No. 2012-091731 Reg. No. 5568511	USA Nutraceuticals Group, Inc.
BEAST	5	South Africa	Reg. No. 2012/30329	USA Nutraceuticals Group, Inc.
BEAST	5	Trinidad and Tobago	Reg. No. 46125	USA Nutraceuticals Group, Inc.
BEAST	5	Brazil	Reg. No. 840326505	USA Nutraceuticals Group, Inc.
BEAST	5	Ukraine	App. No. m201219610 Reg. No. 179359	USA Nutraceuticals Group, Inc.
BEAST	5	Indonesia	App. No. D002012062049 Reg. No. IDM000471918	USA Nutraceuticals Group, Inc.
BEAST	5	Jordan	App. No. 126143	USA Nutraceuticals Group, Inc.
BEAST	5	Paraguay	App. No. 1450469	USA Nutraceuticals Group, Inc.
BEAST	5	Qatar	App. No. 81962	USA Nutraceuticals Group, Inc.
BEAST	25	Australia	Reg. No. 1224962	USA Nutraceuticals Group, Inc.
BEAST	25	Canada	App. No. 1387905 Reg. No. TMA813110	USA Nutraceuticals Group, Inc.
BEAST	25	New Zealand	Reg. No. 776097	USA Nutraceuticals Group, Inc.
BEAST PACKS	5	Madrid Protocol	IR No. 1208229	USA Nutraceuticals Group, Inc.

		(designating AU, BX, DE, GB)		
BEAST PACKS	5	Australia	IR No. 1208229 Reg. No. 1633429	USA Nutraceuticals Group, Inc.
BEAST PACKS	5	Benelux	IR No. 1208229	USA Nutraceuticals Group, Inc.
BEAST PACKS	5	Germany	IR No. 1208229	USA Nutraceuticals Group, Inc.
BEAST PACKS	5	United Kingdom	IR No. 1208229	USA Nutraceuticals Group, Inc.
BEAST WEAR	25	Brazil	Reg. No. 840294883	USA Nutraceuticals Group, Inc.
BEAST WEAR	25	United Arab Emirates	Reg. No. 179318	USA Nutraceuticals Group, Inc.
BEAST. SINCE 1995 BEAST. <small>SINCE 1995</small>	5	Brazil	Reg. No. 840294891	USA Nutraceuticals Group, Inc.