

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
X23 Holdings, LLC		07/26/2010	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Bioforce, Inc.		
Street Address:	5406 West 11000 North, #103-114		
City:	Highland		
State/Country:	UTAH		
Postal Code:	84003		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3555068	PROLYTES	
Registration Number:	3577668	TURN ANY DRINK INTO A SPORT DRINK!	
CORRESPONDENCE DATA			
Fax Number:	(801)578-6999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-328-3131		
Email:	TM-SLC@stoel.com		
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	43123.1 TO BIOFORCE		
NAME OF SUBMITTER:	Catherine Parrish Lake		
Signature:	/Catherine Parrish Lake/		

OP \$65.00 3555068

Date:

07/28/2010

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, X23 Holdings, LLC, a Utah Limited Liability Company with offices at 356 N. 750 W. D-9, Suite 112, American Fork, Utah 84003 (“Assignor”), is the owner of the trademarks PROLYTES, U.S. Reg. No. 3,555,068, and TURN ANY DRINK INTO A SPORT DRINK!, U.S. Reg. No. 3577668 (the “Trademarks”); and

WHEREAS, Bioforce, Inc. a Utah Corporation with offices at 5406 W. 11000 N #103-114, Highland, Utah 84003 (“Assignee”), is desirous of acquiring from Assignor the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire worldwide right, title, and interest in and to the Trademarks, all related common law rights and the goodwill pertaining thereto, together with all claims, demands and causes of action for the past infringement of the Trademarks or for unfair competition in business in connection therewith, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Assignment not been made, *nunc pro tunc*, effective as of June 1, 2008.

Assignor warrants, covenants and represents that it is the owner of the Trademarks and related common law rights and associated goodwill; that it has the full right to convey the entire interest hereby assigned; and that it has not and will not assign or otherwise transfer any of the rights hereby assigned to any third party; and that there are no actual or threatened claims, actions or proceedings against the Trademarks.

Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks in Assignee. Assignor hereby authorizes Assignee to request that the applicable governmental entity record Assignee as the owner of the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of July 26, 2010.

X23 HOLDINGS, LLC

A handwritten signature in black ink, appearing to read 'Alex Guerrero', written over a horizontal line.

Alex Guerrero
Chief Executive Officer of
Bioforce, Inc., Member

BIOFORCE, INC.

A handwritten signature in black ink, appearing to read 'Alex Guerrero', written over a horizontal line.

Alex Guerrero
Chief Executive Officer