

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307257

<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>
Michael Penkoff		06/09/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brian C. Butler		
<b>Street Address:</b>	2251 Pebblestone Lane		
<b>City:</b>	Lehi		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84043		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2946750	BODY FORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	brian@bodyforce.com		
<b>Correspondent Name:</b>	Brian C. Butler		
<b>Address Line 1:</b>	2251 Pebblestone Lane		
<b>Address Line 4:</b>	Lehi, UTAH 84043		
<b>NAME OF SUBMITTER:</b>	Brian C. Butler		
<b>SIGNATURE:</b>	/s/		
<b>DATE SIGNED:</b>	06/10/2014		
<b>Total Attachments: 3</b>			
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OP \$40.00 2946750

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 9th day of June, 2014 (the “**Effective Date**”) by and between Mr. Michael Penkoff, an individual residing at 2251 Pebblestone Lane, Lehi, Utah 84043 (“**Assignor**”) and Brian C. Butler, an individual residing at 2251 Pebblestone Lane, Lehi, Utah 84043 (“**Assignee**”).

WHEREAS, Assignor owns the entire right, title and interest in and to a certain U.S. and common law trademark, identified on the Exhibit A attached hereto (the “**Trademark**”).

WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Trademark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Trademark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark.
  
2. Assignor represents and warrants that:
  - (i) Assignor owns the entire right, title and interest in and to the Trademark;
  - (ii) The registration for the Trademark is currently valid and subsisting and in full force and effect;
  - (iii) Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Trademark to any other person or entity;
  - (iv) There are no liens or security interests against the Trademark;
  - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
  - (vi) Execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

3. Modification. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. Any amendment, modification, or supplement to this Agreement shall be in writing and signed by both parties.

4. Severability. If any term or provision of this Agreement is determined to be illegal or unenforceable, or invalid in whole or in part for any reason, it shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

5. Miscellaneous.

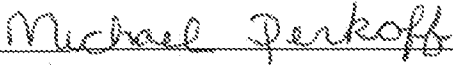
(a) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Utah, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Utah. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(b) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

**Mr. Michael Penkoff**

  
\_\_\_\_\_  
Signature

**ASSIGNEE:**

**Mr. Brian Butler**


  
\_\_\_\_\_  
Signature

EXHIBIT A

U.S. Trademark Registration

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BODY FORCE	2,946,750	May 3, 2005