

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gnu Foods, LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Lifestyle Evolution, Inc.		
Street Address:	520 Second Street		
City:	Oakmont		
State/Country:	PENNSYLVANIA		
Postal Code:	15139		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77440439	FLAVOR & FIBER TOGETHER AT LAST	
Serial Number:	77619318	FOOD THAT WORKS	
Serial Number:	77440434	FOOD THAT WORKS. BEAUTIFULLY.	
Serial Number:	76627381	GNU	
Serial Number:	77440435	JOIN THE MOVEMENT	
Serial Number:	86244864	FIBERLOCO	
CORRESPONDENCE DATA			
Fax Number:	4125719553		
<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:	(412) 571-9552		
Email:	acornelius@ajciplaw.com		
Correspondent Name:	Andrew J. Cornelius		
Address Line 1:	305 Mt. Lebanon Boulevard		
Address Line 2:	Suite 205		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15234		
ATTORNEY DOCKET NUMBER:	LIFESTYLE ASSIGNMENT		
NAME OF SUBMITTER:	Andrew J. Cornelius		
SIGNATURE:	/Andrew J. Cornelius/		

OP \$165.00 77440439

DATE SIGNED:	01/28/2015
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Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment agreement (this "Assignment"), dated as of December 16, 2014, is entered into by and between Gnu Foods, LLC, a New York limited liability company ("**Seller**"), Andrew L. Brooks, managing member of Seller ("**Managing Member**") and Lifestyle Evolution, Inc., a Pennsylvania corporation ("**Buyer**").

RECITALS

WHEREAS, Buyer, Managing Member and Seller have entered into that certain Asset Purchase Agreement, dated as of December 15, 2014 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to sell and assign to Buyer, and Buyer has agreed to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business (as such term is defined in the Purchase Agreement), all as more fully described therein;

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to Section 2.01(c) of the Purchase Agreement Seller has agreed to sell, assign, transfer, convey and deliver to Buyer the Intellectual Property Assets;

WHEREAS, Disclosure Schedule 4.06(a) to the Purchase Agreement identifies certain federal trademark registrations and copyright registrations that are owned of record in the United States Patent and Trademark Office or U. S. Copyright Office, as the case may be (collectively, the "registrations") that are to be assigned to Buyer under the Purchase Agreement as components of the Intellectual Property Assets with the limitations as noted in Disclosure Schedule 4.06(a);

WHEREAS, pursuant to Section 3.02(a)(iii) of the Purchase Agreement, this Assignment is the vehicle by which the Intellectual Property Assets, including the registrations, are sold, assigned, transferred, conveyed and delivered from Seller to Buyer in accordance with Section 2.01(c) of the Purchase Agreement;

WHEREAS, Buyer is a successor to the business of the Seller to which the mark "FiberLoco" and Application Serial No. 86/244,864 pertain, and such business is ongoing and existing.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, Buyer, Managing Member and Seller hereby agree as follows:

AGREEMENT

Section 1. Assignment. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer does hereby accept the assignment, transfer, conveyance and delivery of, all right, title and interest in, to and under the Intellectual Property Assets throughout the world.

Section 2. Assignment of Registered Marks and Registrations. Seller is the owner of record in the United States Patent and Trademark Office of the United States trademarks and/or service marks (collectively, the "Registered Marks") and registrations of the Marks (collectively, the "Registrations") set forth below:

TM/SN/RN/Disclaimer	Status/Status Date	Full Goods/Services
<p>FLAVOR & FIBER TOGETHER AT LAST</p> <p>SN:77-440439 RN:3,527,400</p>	<p>Registered November 4, 2008</p>	<p>(Int'l Class: 5) Food supplement, namely, ready-to-eat mineral, vitamin, dietary and nutritional supplement bar, meal replacement bar, food supplement bar with fiber, laxative bar, a supplement bar supporting heart health, laxatives</p> <p>(Int'l Class: 29) Fruit and nut-based snack food bars</p> <p>(Int'l Class: 30) Cereal and grain-based snack food bars</p>
<p>FOOD THAT WORKS</p> <p>SN:77-619318 RN:3,714,295</p>	<p>Registered November 24, 2009</p>	<p>(Int'l Class: 5) Food supplement, namely, ready-to-eat mineral, vitamin, dietary and nutritional supplement bar, meal replacement bar, food supplement bar with fiber, laxative bar, a supplement bar supporting heart health, laxatives</p> <p>(Int'l Class: 29) Fruit and nut-based snack food bars</p> <p>(Int'l Class: 30) Cereal and grain-based snack food bars</p>
<p>FOOD THAT WORKS. BEAUTIFULLY.</p> <p>SN:77-440434 RN:3,621,786</p>	<p>Registered May 19, 2009</p>	<p>(Int'l Class: 5) Food supplement, namely, ready-to-eat mineral, vitamin, dietary and nutritional supplement bar, meal replacement bar, food supplement bar with fiber, laxative bar, a supplement bar supporting heart health, laxatives</p> <p>(Int'l Class: 29) Fruit and nut-based snack food bars</p> <p>(Int'l Class: 30) Cereal and grain-based snack food bars</p>
<p>GNU</p> <p>SN:76-627381 RN:3,171,929</p>	<p>Registered 8 & 15 July 30, 2012</p>	<p>(Int'l Class: 5) Food supplement, namely, ready-to-eat mineral, vitamin, dietary and nutritional supplement bar, meal replacement bar, food supplement bar with fiber, laxative bar, a supplement bar supporting heart health, laxatives</p> <p>(Int'l Class: 29) Fruit and nut-based snack food bar</p>

TM/SN/RN/Disclaimer	Status/Status Date	Full Goods/Services
		(Int'l Class: 30) Cereal and grain-based snack food bars
JOIN THE MOVEMENT SN:77-440435 RN:3,527,399	Registered November 4, 2008	(Int'l Class: 5) Food supplement, namely, ready-to-eat mineral, vitamin, dietary and nutritional supplement bar, meal replacement bar, food supplement bar with fiber, laxative bar, a supplement bar supporting heart health, laxatives (Int'l Class: 29) Fruit and nut-based snack food bars (Int'l Class: 30) Cereal and grain-based snack food bars

Seller hereby sells, assigns, transfers and conveys to Buyer, its successors and assigns, its entire right, title and interest in and to the Registered Marks and the Registrations, including any and all goodwill associated with the Registered Marks, to have and to hold the same for the sole exclusive benefit of Seller, and in and to any claims for damages by reason of past or future infringement of the Registered Marks, 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, as fully and entirely as the same would have been held and enjoyed by Seller had the sale, assignment and transfer not been made. Seller has suspended use of certain of the Registered Marks, and therefore makes no representation that those Registered Marks have not been abandoned. Seller is under no obligation to file declarations of use under 15 U.S.C. § 1065 for those Registered Marks for which the declarations have not been filed due to the fact that the Registered Marks are not currently in use. Buyer intends to file declarations of use and incontestability in the Registrations under 15 U.S.C. §§ 1058 and 1065 due after closing as and when appropriate, at Buyer's sole expense.

Section 3. Assignment of Mark and Application. Seller is the owner of record in the United States Patent and Trademark Office of the mark (the "Mark") and application to register the mark in the United States Patent and Trademark Office (the "Application") set forth below:

TM/SN/RN/Disclaimer	Status/Status Date	Full Goods/Services
FIBERLOCO FiberLoco	Allowed - Intent to Use Notice of Allowance Issued October 21, 2014	(Int'l Class: 29) Fruit and nut-based food bars (Int'l Class: 30) Cereal and grain-based food bars

TM/SN/RN/Disclaimer	Status/Status Date	Full Goods/Services
SN:86-244864		

Seller hereby sells, assigns, transfers and conveys to Buyer, its successors and assigns, its entire right, title and interest in and to the Mark and the Application, including any and all goodwill associated with the Mark, to have and to hold the same for the sole exclusive benefit of Seller, and in and to any claims for damages by reason of past or future infringement of the Mark, 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, as fully and entirely as the same would have been held and enjoyed by Seller had the sale, assignment and transfer not been made.

Section 4. Assignment of Copyright Registrations. Seller hereby sells, assigns, transfers and conveys to Buyer, its successors and assigns: (i) Seller’s entire right, title and interest in and to the following works and copyright registrations:

1. 5 Pack Boxes et al. Registration No. VAu001191018, dated 2014
2. FiberLove Logo and Packaging Registration No. VA0001934705, dated 2013
3. Flavor & Fiber Packaging - Lemon Ginger. Registration No. VA0001732154, dated 2009
4. Foods Flavor & Fiber Packaging. Registration No. VA0001826491, dated 2012
5. Foods Flavor & Fiber Packaging - Espresso Chip. Registration No. VA0001732149, dated 2009
6. Foods flavor and fiber packaging. Registration No. VA0001408869, dated 2005
7. Gnu foods website. Registration No. VAu000719544, dated 2006,

including all copyrights therein (collectively, the “Works”) and the full and complete right to print, publish, copy, distribute, transfer, display, and license the Works and prepare derivative works based on the Works; and (ii) any claims for damages by reason of past or future infringement of the Works, 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, as fully and entirely as the same would have been held and enjoyed by Seller had the sale, assignment and transfer not been made. Notwithstanding the assignment expressly of the FiberLove Logo and Packaging copyright registration, Lifestyle shall not use the word “FiberLove”.

Section 5. Representations and Warranties. In addition to the representations and warranties made by Seller and Managing Member in the Purchase Agreement pertaining to the Intellectual Property Assets, Seller warrants to Buyer the following:

- (a) Seller has the full power and authority to enter into this Assignment;

- (b) Seller has not previously assigned, transferred, licensed or otherwise encumbered the Intellectual Property Assets conveyed herein to any other person or entity
- (c) To the best of Seller's knowledge, the Intellectual Property Assets are all original works of authorship created by or for Seller or are otherwise original Intellectual Property Assets created, invented, innovated, discovered or otherwise developed by or for Seller;
- (d) To the best of Seller's knowledge, no other person or entity has any claim of ownership *in or to the Intellectual Property Assets*;
- (e) To the best of Seller's knowledge, the Intellectual Property Assets do not infringe or misappropriate, directly or indirectly, the intellectual property rights of any person or entity;
- (f) To the best of Seller's knowledge, the Intellectual Property Assets do not infringe, misappropriate or otherwise violate, directly or indirectly, right of publicity, right of privacy, or any other right of any person or entity; and
- (g) No item of Seller's Intellectual Property Assets has been licensed or otherwise distributed as open source software and no item of open source software is incorporated in any of the Intellectual Property Assets.

Section 6. Assistance; Additional Actions. Seller agrees to execute and deliver, or cause to be executed and delivered, from time to time upon the request of Buyer, any and all documents and instruments requested by Buyer to evidence, record, or effectuate this Assignment, or to assist Buyer in applying for or obtaining any patents, trademark registrations, or copyright registrations, or any other registrations relating to the Intellectual Property Assets and to take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment. Without limiting the generality of the foregoing, Seller agrees to:

- (a) Execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Intellectual Property Assets, provided that the contents thereof are accurate; and
- (b) Provide testimony in connection with any proceeding affecting the rights, title, interest or benefit of Buyer in and to the Intellectual Property Assets.

Buyer shall be required to reimburse Seller within ten days of request for payment for all reasonable out-of-pocket expenses incurred in connection with any action Seller is requested to take pursuant to this Section.

Section 7. Acknowledgement of Rights. In furtherance of this Assignment, Seller hereby acknowledges that, from this date forward, Buyer has succeeded to all of Seller's right, title and standing to:

- (a) Receive all rights and benefits pertaining to the Intellectual Property Assets;
- (b) Institute and prosecute all suits and proceedings and take all actions that Buyer, in its sole discretion, may deem necessary or proper to collect, assert or enforce any claim, right or title of any kind in and to any and all of the Intellectual Property Assets; and
- (c) Defend and compromise any and all such actions, suits or proceedings relating to such transferred and assigned rights, title, interest and benefits, and do all other such acts and things in relation thereto as Buyer, in its sole discretion, deems advisable.

Section 8. Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, and their respective directors, officers, shareholders, employees, contractors, representatives, and agents from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to the subject matter of this Assignment, Seller's performance or failure to perform as required by this Assignment, Seller's acts or omissions, or any of Seller's representations or warranties contained in this Assignment. Seller's obligation to indemnify shall not be applicable to the extent Buyer has modified the Intellectual Property Assets from the format in which they appeared at the effective date of this Assignment.

Section 9. Survival. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 10. Governing law. The law governing this Assignment shall be in accordance with Section 10.10 of the Purchase Agreement.

Section 11. Severability. In the event that any term of this Assignment is held to be invalid or unenforceable, such term or terms shall be null and void and shall be severed from this Assignment. All remaining terms of this Assignment shall remain in full force.

Section 12. Waiver. The failure by either party to enforce any right hereunder shall not be deemed a waiver of that or any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.

Section 13. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

Section 14. Defined Terms. All capitalized terms used but not defined herein shall have the meanings assigned to them in this Assignment or as defined in the Purchase Agreement.

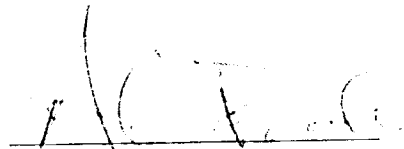
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

GNU FOODS, LLC

By

Name:

Title:


Andrew E. Brooks

LIFESTYLE EVOLUTION, INC.

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

GNU FOODS, LLC

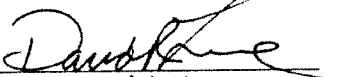
By _____

Name:

Title:

Andrew L. Brooks

LIFESTYLE EVOLUTION, INC.

By 

Name: *David Levine*

Title: *CEO*