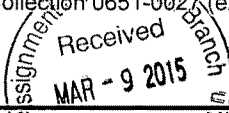


03/10/2015

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RECO
TR



103671408

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

03/09/15

1. Name of conveying party(ies):

S.W.A.T. Strength Wellness Athletic Training, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Arizona Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Arizona

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 02/06/2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Jefferson Athletics, LLC

Street Address: 6127 N. La Cholla Blvd., Suite #123

City: Tucson

State: Arizona

Country: United States Zip: 85741

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Arizona

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
3153193 (Serial Number 78607222); 4185028 (Serial Number 85303002)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Design Plus Words, Letters, and/or Numbers (SWAT STRENGTH WELLNESS ATHLETIC TRAINING); Filing Date April 12, 2005;
Standard Character Mark (SWAT STRENGTH WELLNESS ATHLETIC TRAINING); Filing Date April 23, 2011 - See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Meredith K. Marder, Farhang & Medcoff, PLLC

Internal Address: _____

Street Address: 4801 E. Broadway Blvd., Ste. 311

City: Tucson

State: AZ Zip: 85740

Phone Number: 520-790-5433

Docket Number: _____

Email Address: mmarder@fmazlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/10/2015 KNGUYEN1 00000009 3153193

Deposit Account Number _____ 40.00 OP
25.00 OP

Authorized User Name _____

9. Signature: Meredith K. Marder

Signature

02/16/2015

Date

Meredith K. Marder

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005479 FRAME: 0437

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of February 6, 2015, is made by S.W.A.T. Strength Wellness Athletic Training, LLC, an Arizona Limited Liability Company, located at 2620 Piedre Verde Ct., Placerville, California 95667 ("Assignor"), in favor of Jefferson Athletics, LLC, an Arizona Limited Liability Company, located at 6127 N La Cholla Blvd, Suite 123, Tucson, Arizona 85741 ("Assignee").

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof,

including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) except insofar as the federal law of the United States is deemed to apply.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

**S.W.A.T. Strength, Wellness,
Athletic Training, L.L.C.,**
an Arizona limited liability company

By: 

Name: Jana Beutler

Title: Manager

AGREED TO AND ACCEPTED:

ASSIGNEE:

Jefferson Athletics, LLC,
an Arizona limited liability company

By: _____

Name: Wilson C. Jefferson, IV

Title: Member/Manager

TRADEMARK

REEL: 005479 FRAME: 0440

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

**S.W.A.T. Strength, Wellness,
Athletic Training, L.L.C.,**
an Arizona limited liability company

By: _____

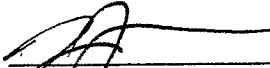
Name: Jana Beutler

Title: Manager

AGREED TO AND ACCEPTED:

ASSIGNEE:

Jefferson Athletics, LLC,
an Arizona limited liability company

By:  _____

Name: Wilson C. Jefferson, IV

Title: Member/Manager

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

1. USPTO Registration No. 3153193
For the word mark SWAT Strength Wellness Athletic Training – Registered October 10, 2006
Serial no. 78607222 – Filed April 12, 2005

2. USPTO Registration No. 4185028
For the word mark SWAT Strength Wellness Athletic Training – Registered August 7, 2012
Serial No. 85303002 – Filed April 23, 2011