

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347195

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	03/25/2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Klein Laboratories, Inc.		03/25/2015	CORPORATION: CONNECTICUT
Sports One Inc.		03/25/2015	CORPORATION: CONNECTICUT
GFS LLC		03/25/2015	LIMITED LIABILITY COMPANY: CONNECTICUT

## RECEIVING PARTY DATA

<b>Name:</b>	Kara Rescia, Trustee for Estate of Sports One Inc.
<b>Street Address:</b>	5104A Bigelow Commons
<b>City:</b>	Enfield
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06082
<b>Entity Type:</b>	TRUSTEE: CONNECTICUT

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	3630785	SPORTS ONE
<b>Registration Number:</b>	3685989	WHACKED OUT
<b>Registration Number:</b>	3691889	BLUELINE
<b>Registration Number:</b>	3670884	AMPHEDRINE
<b>Registration Number:</b>	3583121	PERFORM ALL NIGHT
<b>Registration Number:</b>	3586337	ROCK HER HARD

## CORRESPONDENCE DATA

Fax Number: 4045649301

*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.*

Phone: 404-564-9300

Email: thenderson@joneswalden.com

Correspondent Name: Tyler Henderson

Address Line 1: 21 Eighth Street, NE

Address Line 4: Atlanta, GEORGIA 30309

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Peter Klein
<b>SIGNATURE:</b>	/PK/
<b>DATE SIGNED:</b>	07/08/2015
<b>Total Attachments: 11</b> source=Recordation Form to Trademark Office#page1.tif source=Recordation Form to Trademark Office#page2.tif source=Recordation Form to Trademark Office#page3.tif source=Recordation Form to Trademark Office#page4.tif source=Recordation Form to Trademark Office#page5.tif source=Recordation Form to Trademark Office#page6.tif source=Nunc Pro Tunc Fully Executed#page1.tif source=Nunc Pro Tunc Fully Executed#page2.tif source=Nunc Pro Tunc Fully Executed#page3.tif source=Nunc Pro Tunc Fully Executed#page4.tif source=Nunc Pro Tunc Fully Executed#page5.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

**1. Name of conveying party(ies):**

Klein Laboratories, Inc.

- Individual(s)
- Partnership
- Corporation- State: Connecticut
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 25, 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: Kara Rescia, Trustee for Estate of Sports One Inc

Street Address: 5104A Bigelow Commons

City: Enfield

State: Connecticut

Country: U.S.A. Zip: 06082

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Trustee Citizenship Connecticut

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  
See attachment

B. Trademark Registration No.(s)  
See attachment

Additional sheet(s) attached?  Yes  No

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

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

Name: Tyler W. Henderson

Internal Address: \_\_\_\_\_

Street Address: 21 Eighth Street, NE

City: Atlanta

State: Georgia Zip: 30309

Phone Number: (404) 564-9300

Docket Number: \_\_\_\_\_

Email Address: thenderson@joneswalden.com

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Peter D. Klein  
Signature

6/10/15  
Date

Peter D. Klein, President of All Conveying Parties

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

**ATTACHMENT - ITEM 1 - CONVEYING PARTIES**

<b>Conveying Party Name</b>	<b>Entity Type</b>	<b>Citizenship</b>
Klein Laboratories, Inc.	Corporation	Connecticut/U.S.A.
Sports One Inc.	Corporation	Connecticut/U.S.A.
GFS LLC	Limited Liability Company	Connecticut/U.S.A.

**ATTACHMENT - ITEM 4 - TRADEMARK LIST**

<b>Trademark Name</b>	<b>Owner</b>	<b>Serial Number</b>	<b>Registration Number</b>
Sports One	Klein Laboratories, Inc.	77599419	3630785
Whacked Out	Sports One Inc.	77688539	3685989
Blueline	Sports One Inc.	77686057	3691889
Amphedrine	Sports One Inc.	77610675	3670884
Perform All Night	GFS LLC	77530247	3583121
Rock Her Hard	GFS LLC	77530229	3586337

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT**

WHEREAS, Klein Laboratories, Inc. (“Assignor”) owns all the right, title and interest in and to the federal trademark registrations of the following live trademarks (the “Marks”):

Name of Mark	Serial Number	Registration Number
Sports One	77599419	3630785

WHEREAS, Kara S. Rescia, as Chapter 7 Trustee for the Estate of Sports One Incorporated (“Assignee”), is entitled to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

**Klein Laboratories, Inc.**

By: 

Name: Peter D. Klein

Title: President

Dated: March 25, 2015



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT**

WHEREAS, Sports One Incorporated (“Assignor”) owns all the right, title and interest in and to the federal trademark registrations of the following live trademarks (the “Marks”):

Name of Mark	Serial Number	Registration Number
Whacked Out	77688539	3685989
Blueline	77686057	3691889
Amphetamine	77610675	3670884

WHEREAS, Kara S. Rescia, as Chapter 7 Trustee for the Estate of Sports One Incorporated (“Assignee”), is entitled to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

**Sports One Incorporated**

By: 

Name: Peter D. Klein

Title: President

Dated: March 25, 2015



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT**

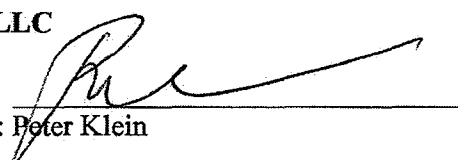
WHEREAS, GFS LLC (“Assignor”) owns all the right, title and interest in and to the federal trademark registrations of the following live trademarks (the “Marks”):

<b>Name of Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>
Perform All Night	77530247	3583121
Rock Her Hard	77530229	3586337

WHEREAS, Kara S. Rescia, as Chapter 7 Trustee for the Estate of Sports One Incorporated (“Assignee”), is entitled to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

**GFS LLC**

By:   
Name: Peter Klein  
Title:

Dated: March 25, 2015



NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Agreement") is made and entered into as of this 25th day of March, 2015 (the "Execution Date"), by and among Kara S. Rescia, as Chapter 7 Trustee for the Estate of Sports One Incorporated ("Trustee"), and Peter D. Klein, Klein Laboratories, Inc., Klein Publishing Ltd., Sports One Incorporated, and GFS LLC (collectively, "Assignor").

WHEREAS, on January 18, 2013, Sports One Incorporated (the "Debtor") filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court, District of Connecticut, Case No. 13-30116-JAM (the "Case");

WHEREAS, Kara S. Rescia is the duly appointed and acting Trustee for the Bankruptcy Estate of the Debtor in the Case;

WHEREAS, on February 3, 2014, Trustee filed an Adversary Proceeding, No. 14-03003, against Peter D. Klein ("Klein") and Klein Laboratories, Inc. ("Klein Labs") (collectively, and as stated above "Assignor") for fraudulent transfers pursuant to 11 U.S.C. §§ 554 and 548, breach of fiduciary duty, alter ego, punitive damages, a permanent injunction, and attorney fees (the "Adversary Proceeding");

WHEREAS, the Bankruptcy Court has resolved the Adversary Proceeding and by the entry of a Consent Judgment for the recovery of assets which requires an assignment and transfer of certain assets, including but not limited to the marks (and registration numbers) listed on the attached Exhibit "A" (the "Marks");

WHEREAS, Assignor owns or previously held rights to the Marks being assigned and has the right, power, and authority to transfer the "live" Marks to Trustee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as

follows:

1. Effective nunc pro tunc back to the date of any transfer of such property to Assignor, Assignor hereby sells, conveys, assigns, and transfers to Trustee all right, title and interest in and to the Marks and registrations thereto, including without limitation the goodwill of the business symbolized thereby and applicable thereto, and all rights to damages and profits, due or accrued, arising out of past infringements of said Marks, and the right to sue for and recover the same.

2. Assignor represents and warrants that (i) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity, (ii) there are no liens or security interests against the Marks to the best of Assignor's knowledge; and (iii) Assignor does not own, directly or indirectly through a subsidiary or affiliate, any other trademarks or intellectual property not listed on Exhibit "A" hereto.

3. From the date of this Agreement, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks. Assignor further agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly interfere with the use, maintenance, registration, or re-registration of the Marks by Trustee or her successors and assigns.

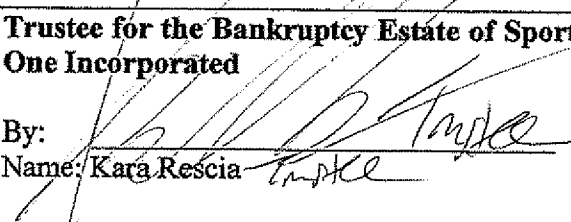
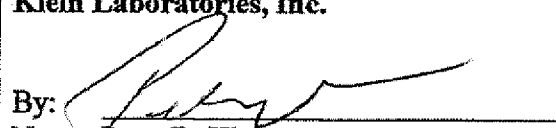
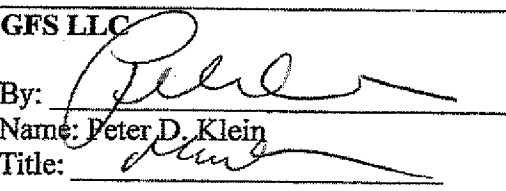
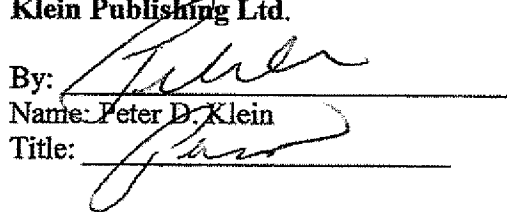

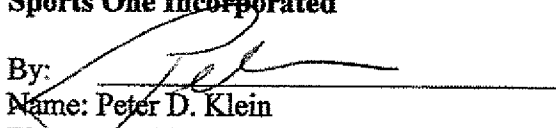
4. Effective upon execution of this Agreement, Assignor waives and forever releases any and all rights in and to the Marks under Federal law, any and all state laws, common laws, and laws of foreign countries.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to

this Agreement and their successors and assigns, if any.

6. Assignor agrees to execute and deliver at the request of Trustee, all papers, instruments, and assignments, and to perform any other reasonable acts Trustee may require in order to record and/or vest all rights, title and interest in and to said Marks and Registrations in Trustee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Trustee.

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.

<b>Trustee for the Bankruptcy Estate of Sports One Incorporated</b> By:  Name: Kara Rescia Title: Trustee	<b>Klein Laboratories, Inc.</b> By:  Name: Peter D. Klein Title: President
<b>GFS LLC</b> By:  Name: Peter D. Klein Title: President	<b>Klein Publishing Ltd.</b> By:  Name: Peter D. Klein Title: President
<b>Peter Klein Individually</b> By:  Name: Peter D. Klein Title: President	<b>Sports One Incorporated</b> By:  Name: Peter D. Klein Title: President



**EXHIBIT "A"**

Trademark Name	Owner	Serial Number	Registration Number	Live/Dead
Sports One	Klein Laboratories, Inc.	77599419	3630785	Live
Equalizer	Sports One Inc.	77723655		Dead
Whacked Out	Sports One Inc.	77688539	3685989	Live
Blueline	Sports One Inc.	77686057	3691889	Live
Amphedrine	Sports One Inc.	77610675	3670884	Live
Red X	Sports One Inc.	75950135	2452989	Dead
The Sports Drink	Sports One Inc.	75739881		Dead
Andro	Sports One Inc.	75540212		Dead
Better Whey	Sports One Inc.	75364390		Dead
Andro-XS	Sports One Inc.	75309910	2167631	Dead
GP-2	Sports One Inc.	75262877	2139100	Dead
Phos-Gold	Sports One Inc.	74708569	2018443	Dead
Pro T	Sports One Inc.	74693281	1978353	Dead
RXGold	Sports One Inc.	74688874	2007849	Dead
Sports One	Sports One Inc.	74411070	1828021	Dead
Sports One	Sports One Inc.	77686242		Dead
Solid Mass	Sports One Inc.	74346529	1790095	Dead
MuscleInc	Klein Publishing Ltd.	75835000	2456861	Dead
Intense Fitness	Klein Publishing Ltd.	75410090	2278470	Dead
Norandro	Klein Laboratories, Inc.	75540214		Dead
777 Thin	Klein Laboratories, Inc.	78024223		Dead
Cyclo	Klein Laboratories, Inc.	75825465		Dead
Cycloroid	Klein Laboratories, Inc.	75825330	2495515	Dead
19 Nordiol	Klein Laboratories, Inc.	75472556	2257008	Dead
Zenatrim	Klein Laboratories, Inc.	78026483		Dead
Cycloroid	Klein Laboratories, Inc.	75825462	2395706	Dead
Cycloplex	Klein Laboratories, Inc.	75825460	2395705	Dead
Klein Laboratories	Klein Laboratories, Inc.	75825334		Dead
Meth	Klein Laboratories, Inc.	75745205		Dead
Norcyclodione	Klein Laboratories, Inc.	75611610	2402726	Dead
Norcyclodiol	Klein Laboratories, Inc.	75611609	2386448	Dead
Cyclodione	Klein Laboratories, Inc.	75611607		Dead
Cyclodiol	Klein Laboratories, Inc.	75611606		Dead
Medroid	Klein Laboratories, Inc.	75551032	2398486	Dead
Isopower	Klein Laboratories, Inc.	75549614	2379997	Dead
Prodiol	Klein Laboratories, Inc.	75547259	2392097	Dead
Prodione	Klein Laboratories, Inc.	75547255	2392096	Dead
Prohormone	Klein Laboratories, Inc.	75546839		Dead

Magic Capsules	GFS LLC	77530353		Dead
8 Hour Sex	GFS LLC	77530261		Dead
Perform All Night	GFS LLC	77530247	3583121	Live
Rock Her Hard	GFS LLC	77530229	3586337	Live
Science Cosmetics	Peter Klein	85566221		Dead

