

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM430039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sheer Strength Labs, LLC		06/02/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Sheer Strength Investco, LLC		
Street Address:	Granite Park II, 5700 Granite Parkway, # 435		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: UNITED STATES Texas		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4799450	SHEER STRENGTH	
Serial Number:	87234661	SHEER STRENGTH	
Serial Number:	87234678	SHEER	
CORRESPONDENCE DATA			
Fax Number:	2149224142		
<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:	2149224119		
Email:	nward@hallettperrin.com		
Correspondent Name:	Nadine Ward		
Address Line 1:	1445 Ross Avenue, Suite 2400		
Address Line 4:	Dallas, TEXAS 75202		
NAME OF SUBMITTER:	David J. Hook		
SIGNATURE:	/david j. hook/		
DATE SIGNED:	06/05/2017		
Total Attachments: 5			
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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of June 2, 2017, by and between **Sheer Strength Labs, LLC**, a Texas limited liability company ("Assignor"), and **Sheer Strength Investco, LLC**, a Texas limited liability company ("Assignee"). Each of Assignor and Assignee may hereinafter be individually referred to as a "Party," and may collectively be referred to as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign, all of its right, title, and interest in the Intellectual Property (as defined below) to Assignee; and

WHEREAS, capitalized words not defined herein will have the meaning ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby transfers, assigns, and delivers to the Assignee and its successors and assigns, and Assignee hereby assumes, all of Assignor's respective right, title and interest in and to such Assignor's Intellectual Property (as defined below), including the Intellectual Property set forth in Schedule 1 hereof and including all common law rights and goodwill associated therewith, and the entire right, title and interest in and to any and all claims and demands such Assignor may have either at law or in equity arising out of past, present or future third party infringement thereof, to have and to hold the Intellectual Property forever, free and clear of all encumbrances.

2. For purposes of this Assignment, the term "Intellectual Property" means any and all of the following currently owned by Assignor in any jurisdiction throughout the world, whether arising by operation of law, Contract or otherwise: (a) trademarks, service marks, copyrights (including software, databases and related documentation), logos, slogans, Internet domain names and web sites, trade or business names, and all registrations of any of the foregoing, and all applications for registration thereof, and all goodwill associated therewith; (b) patents and patent applications, including, without limitation, continuations, continuations-in-part, divisionals, provisionals, reexaminations, reissue applications and renewals; and (c) trade secrets, formulations, formulas, recipes, inventions, processes, know-how and confidential information.

3. Assignor covenants with the Assignee that, after the date first listed above and without further consideration, Assignor will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

4. Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Intellectual Property with respect to any such Intellectual Property that is currently registered in such Assignor's name.

5. This Assignment will be binding on each Assignor and their respective successors and assigns, and will inure to the benefit of the Assignee and its successors and assigns.

6. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

7. This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (.pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. This Assignment is subject to the terms of the Purchase Agreement, and nothing contained in this Assignment shall be deemed to modify, alter or amend the terms and provisions of the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

9. This Assignment and the Purchase Agreement constitute the entire agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof.

(Signature page follows.)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

SHEER STRENGTH LABS, LLC,
a Texas limited liability company

By: Matt Davis
Name: Matt Davis
Title: Manager

ASSIGNEE:

SHEER STRENGTH INVESTCO, LLC,
a Texas limited liability company

By: _____
Name: David J. Hook
Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

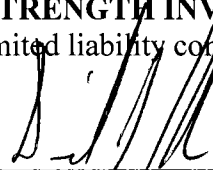
ASSIGNOR:

SHEER STRENGTH LABS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

SHEER STRENGTH INVESTCO, LLC,
a Texas limited liability company

By:  _____
Name: David J. Hook
Title: President

Schedule I

Trademarks/Service marks:

1. Sheer Strength Logo – Registration No. 4799450; Registration Date: August 25, 2015

Pending Trademarks/Logos:

1. “Sheer Strength” Standard Character Mark – USPTO Serial No. 87/234661; Application Date: November 11, 2016
2. “Sheer” Standard Character Mark – USPTO Serial No. 87/234678; Application Date: November 11, 2016

Domain Names:

Domain Name	Expiration Date	Owner Information	Registrar
<u>www.sheerstrengthlabs.com</u>	April 6, 2018	Sheer Strength Labs, LLC	Enom, Inc.