

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453228

<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>
Performance Nutrition Formulators, LLC		12/04/2017	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hi-Tech Pharmaceuticals, Inc.		
<b>Street Address:</b>	6015 Unity Drive, Suite B		
<b>City:</b>	Norcross		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30071		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4141461	ARIMISTANE	
<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>Phone:</b>	678-799-0474		
<b>Email:</b>	Jessica@arthurwleach.com		
<b>Correspondent Name:</b>	Jessica H. Leach		
<b>Address Line 1:</b>	5780 Windward Pkwy, Suite 225		
<b>Address Line 4:</b>	Alpharetta, GEORGIA 30005		
<b>NAME OF SUBMITTER:</b>	Jessica H. Leach		
<b>SIGNATURE:</b>	/Jessica H. Leach/		
<b>DATE SIGNED:</b>	12/05/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into as of December 5, 2017 (the "Effective Date") by and between Performance Nutrition Formulators, LLC d/b/a VMI Sports ("VMI") and Hi-Tech Pharmaceuticals, Inc. ("Hi-Tech"). VMI and Hi-Tech may be individually referred to as a "Party" or collectively as "Parties".

### RECITALS

WHEREAS, VMI is the owner of United States Trademark Registration No. 4,141,461, for the trademark ARIMISTANE in Class 005 for "aromatase inhibitor sold as an integral ingredient of nutritional supplements" (the "Mark");

WHEREAS, Hi-Tech desires to purchase and VMI desires to sell to Hi-Tech, all of VMI's right, title, and interest in the Mark and the URL and website www.arimistane.com;

NOW, THEREFORE, in consideration of the foregoing promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

#### I. Assignment of the Mark and URL.

1.1 VMI hereby irrevocably assigns, grants and transfers to Hi-Tech, all of VMI's right, title and interest in and to the Mark which VMI ever had, now has or hereafter can, shall or may have, along with the goodwill symbolized by the use of the Mark, with the full right to sue in law or equity, in order to protect the Mark and the right to recover for any past or future infringement of the Mark and any and all other rights and remedies associated with the use, ownership and registration of the Mark, the same to be held and enjoyed by Hi-Tech for its own use and the use of its successors and assigns. VMI represents to Hi-Tech that it has not applied for any registrations for the Mark in any place except the United States.

1.2 Simultaneously with the execution of this Agreement, VMI shall execute and date the trademark assignment (the "Assignment") attached as Exhibit A and shall provide reasonable assistance to Hi-Tech to perfect and defend Hi-Tech's ownership of the Mark as requested by Hi-Tech, provided that VMI shall not be required to take any action or perform any acts pursuant to which VMI might incur any expenses and VMI shall not be required to participate or lend its name to any action which may cause or result in costs or liability to VMI. VMI hereby authorizes the Commissioner of Patents and Trademarks of the United States to record the Assignment set forth on Exhibit A and to issue or transfer the Mark to Hi-Tech as owner of all right, title and interest therein.

1.3 Notwithstanding anything contained herein, Hi-Tech acknowledges and agrees that it shall not seek and VMI shall not be required to remove from the market any units or marketing of VMI's product containing the Mark which were sold by VMI to its customers, distributors or otherwise prior to the Effective Date of this Agreement nor seek to prevent the further distribution and sale thereof.

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2. Assignment of the License Agreement. VMI hereby assigns, sells, conveys, and transfers all of VMI's interest in the certain non-exclusive trademark license agreement by and between VMI and Blackstone Labs, LLC dated as of August 1, 2016 (the "License Agreement") to Hi-Tech. Hi-Tech hereby assumes and agrees to perform all obligations of VMI under the License Agreement and agrees to indemnify and hold VMI harmless from any claim or demand resulting from non-performance by Hi-Tech.

3. Consideration. As full and complete consideration for entering into this Agreement and for the assignment of rights in the Mark as well as the assignment of the License Agreement, Hi-Tech shall upon the full execution of this Agreement pay to VMI the total sum of twenty-five thousand dollars (\$25,000 USD) by certified check, bank draft or wire transfer.

4. Representations and Warranties. The Parties represent and warrant as follows: (i) to the best of each Party's knowledge there are no approvals, authorizations, registrations, consents or other action of or filing with any court, administrative agency or other governmental authority which is required for the execution and delivery of this Agreement; (ii) the persons executing this Agreement have been duly authorized by the respective Party to execute this Agreement on behalf of such Party, and the Parties' have the full right, power and authority to execute and deliver this Agreement and all the related documents to be executed and delivered hereunder as well as to consummate the transactions contemplated hereby and thereby which is not a breach of any other agreement; and (iii) each Party's performance of this Agreement will not violate any agreement to which such Party is bound.

5. Entire Agreement. Upon execution by all Parties, this Agreement and all exhibits hereto shall constitute the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except by a written document executed by all the Parties, and shall be binding on the Parties, their successors and assigns. This Agreement may be executed in any number of counterparts, by pdf or facsimile.

6. Confidentiality. The Parties hereby agree on behalf of their members, shareholders, officers, employees, agents, successors and assigns to keep the consideration set forth in Section 3 confidential and shall not disclose it to any third party provided that each Party shall be permitted to disclose such information to its accountants, attorneys and financial advisors or as otherwise required by law.

7. Governing Law; Arbitration. This Agreement shall be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof. The Parties agree that if any claim, action, dispute or controversy of any kind ("Dispute") arises out of or relates to this Agreement or concerns any aspect of performance by any Party under the terms of this Agreement, in lieu of seeking any other remedies, the aggrieved Party shall give written notice to the other Party describing the Dispute, which shall be settled exclusively and finally by arbitration. Such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its International Arbitration Rules. The place of arbitration shall be in New York, New York, before a single arbitrator who has at least 10 years of experience as an arbitrator. In the event that the Parties cannot agree on an arbitrator within thirty (30) days after commencement of arbitration, the International Centre for Dispute Resolution (a division of the

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AAA) shall, at the written request of either Party, appoint the arbitrator. The arbitrator shall have authority to interpret and apply the terms and condition of this Agreement and to order any remedy allowed by this Agreement, including specific performance of the Agreement, but may not change any term or condition of this Agreement, or deprive any Party of a remedy expressly provided hereunder. The Parties shall request that final decision of the arbitrator be in writing, be as brief as possible, and set forth the reasons for such final decision. Each Party is responsible for the legal fees incurred by such Party in connection with the arbitration. The fees and expenses of the arbitrator shall be borne equally by each side to the Dispute, but the decision of the arbitrator may include such award of the arbitrator's expenses and of other costs to the prevailing side as the arbitration may determine. The decision and award of the arbitrator shall be binding upon the Parties and final and non-appealable to the maximum extent permitted by law, and judgment thereon may be entered in a court of competent jurisdiction and enforced by any Party as a final judgment of such court.

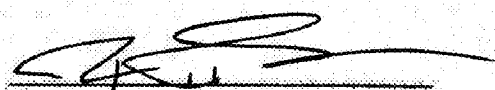
8. **Severability.** In the event any provision of this Agreement shall be determined by an arbitrator to be illegal or unenforceable, such provision shall be enforced to the furthest extent permitted by law and the remaining provisions of this Agreement shall remain in full force and effect without change.

9. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed or PDF copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment Agreement as of the Effective Date above.

PERFORMANCE NUTRITION  
FORMULATORS D/B/A VMI SPORTS


HI-TECH PHARMACEUTICALS, INC.



By: FRANK FENIMORE

PARTNER

12/4/17



By: Jared Wheat

President

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT is made, executed and delivered by the undersigned Performance Nutrition Formulators, LLC d/b/a VMI Sports, a Texas limited liability company, with an address of 100-B Tec Street, Hicksville, New York 11801 (hereinafter referred to as "Assignor") to Hi-Tech Pharmaceuticals, a Georgia corporation, with an address of 6015 Unity Drive, Suite B, Norcross, Georgia 30071 (hereinafter referred to as "Assignee"), effective as of the date of the execution below.

WHEREAS, the Assignor is the owner of United States Trademark Registration No. 4,141,461, for the trademark ARIMISTANE in Class 005 for an "aromatase inhibitor sold as an integral ingredient of nutritional supplements" (the "Mark");

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contributor to Assignee all of its right, title and interest in and to the Mark; and Assignee is desirous of acquiring Assignor's right, title and interest in said trademark registration together with the goodwill symbolized by the Mark, if any;

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license to other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor thereby possesses the full right to convey such rights and property;

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the Mark as may reasonably be requested by the Assignee from time to time.

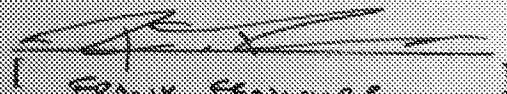
NOW, THEREFORE, in consideration of good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignee's right, title and interest in said trademark registration together with all of the goodwill of the business in connection with which the Mark is used, and with the full right to sue in law or equity, in order to protect the Mark and the right to recover for any past or future infringement of the Mark and any and all other rights and remedies associated with the use, ownership and registration of the Mark throughout the world.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with Assignee or its attorneys, regarding any matter related to the prosecution, alteration or amendment of the Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by officers thereof, duly authorized, this 5th day of December, 2017.

PERFORMANCE NUTRITION FORMULATORS D/B/A  
VMI SPORTS

By:



FRANK FENIMORE

PARTNER

12/4/17