

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548957

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		08/29/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PurpleRock Merion OPCO, LLC		
Street Address:	1350 AVENUE OF THE AMERICAS		
Internal Address:	SECOND FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4799450	SHEER STRENGTH	
Registration Number:	5223164	SHEER STRENGTH	
Registration Number:	5274754	SHEER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3212529274		
Email:	mingram@corridorlegal.net		
Correspondent Name:	Jon Mark Ingram		
Address Line 1:	106 N. Orlando Ave.		
Address Line 4:	Cocoa Beach, FLORIDA 32931		
NAME OF SUBMITTER:	J. Mark Ingram		
SIGNATURE:	/J. Mark Ingram/		
DATE SIGNED:	11/11/2019		
Total Attachments: 4			
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ASSIGNMENT OF INTANGIBLE PROPERTY

This Assignment is executed effective as of August 29, 2019, by Sheer Strength Labs, LLC, a Delaware Limited Liability Company, debtor and debtor in possession in chapter 11 cases currently pending in the jointly administered case nos. 19-40438 and 19-40442 in the United States Bankruptcy Court for the Eastern District of Texas (the "Assignor"), for the benefit of the designee of PurpleRock Merion OPCO, LLC a Delaware limited liability company (the "Assignee"), with respect to the following facts and circumstances:

(A) Assignors and Assignee have heretofore entered into that certain Asset Purchase Agreement dated as of August 29, 2019 (the "Purchase Agreement"). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Purchase Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Purchase Agreement. Pursuant to the Purchase Agreement, Assignor is required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledge, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the Closing Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of its respective right, title and interest, if any, in and to all Intangible Property Assets, including but not limited to all trademark registrations and applications for trademark registration owned by Assignor, including but not limited to those set forth on Schedule 1 attached hereto, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, and any past, present or future claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing, and any and all Trademark Rights (defined below). For the avoidance of doubt, this Section 1 conveys, transfers and assigns to Assignee the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment Agreement upon request by Assignee. As used herein, "**Trademark Rights**" means all common law rights in the United States in any trade names, corporate names, logos, slogans, designs, trade dress, and unregistered trademarks and service marks owned by Assignor, together with all translations, adaptations, derivations and combinations thereof, and the goodwill associated with any of the foregoing.

2. Assumption. Effective as of the Closing Date, Assignee hereby accepts the foregoing assignment and assumes and agrees to perform any of Assignor's obligations related to such Intangible Property Assets to be performed on and after the Closing Date. Assignor and Assignee agree that and Assignee's obligations are only with respect to such performance that arises on and after the Closing Date and that Assignor retains all liability with respect to and obligations with respect to performance that arose prior to the Closing Date.

3. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Purchase Agreement).

4. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

5. Severability. Should any part or provision of this Assignment be held unenforceable or in conflict with applicable law, the invalid or unenforceable part or provision shall, provided that it does not affect the essence of this Assignment, be replaced with a revision which accomplishes, to the greatest extent possible, the original commercial purpose of such part or provision in a valid and enforceable manner, and the balance of this Assignment shall remain in full force and effect and binding upon the Parties hereto.

6. Counterparts; PDF. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. PDF and facsimile signatures shall constitute original signatures. The Parties agree that the electronic signatures appearing on this Assignment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility pursuant to the Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and Uniform Electronic Transactions Act (UETA) model law, or similar Applicable Laws.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the day and year first set forth above.

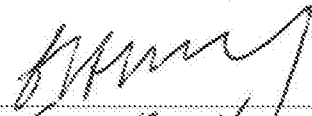
ASSIGNOR:

Sheer Strength Labs, LLC
A Delaware Limited Liability Company

By: 
Name: Alexander J. Keechle
Its: CEO


ASSIGNEE:

PurpleRock Merion OPCO, LLC
a Delaware limited liability company

By: 
Name: Tom McCoy

It: CEO

Schedule I: Trademarks

Mark	Registration/ Serial Number	Class	Goods/Services	Owner	Registration/Application Date	Status
	4,799,450	005	Dietary and nutritional supplements	Sheer Strength Labs, LLC	August 25, 2015	Registered
SHEER STRENGTH	5,223,164	005	Dietary and nutritional supplements	Sheer Strength Labs, LLC	June 13, 2017	Registered
SHEER	5,274,754	005	Dietary and nutritional	Sheer Strength Labs.	August 29, 2017	Registered