

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athletes' Performance, Inc.		12/09/2014	CORPORATION: DELAWARE
Athletes' Performance Arizona, LLC		12/09/2014	LIMITED LIABILITY COMPANY: GEORGIA
Athletes' Performance Los Angeles, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Athletes' Performance Florida, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Core Performance Centers, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Athletes' Performance Properties, LLC		12/09/2014	LIMITED LIABILITY COMPANY: GEORGIA
Athletes' Performance Insite, LLC		12/09/2014	LIMITED LIABILITY COMPANY: GEORGIA
Athletes' Performance Texas, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Athletes' Performance Elite, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Athletes' Performance International, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
CP International, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
AP Global Services, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Athletes' Performance Tactical, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Athletes' Performance San Diego, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Athletes' Performance Executive, LLC		12/09/2014	LIMITED LIABILITY COMPANY: GEORGIA
EXOS Human Capital, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
MediFit Corporate Servces, Inc.		12/09/2014	CORPORATION: NEW JERSEY
MediFit Corporate Services LLC		12/09/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
MediFit Community Services LLC		12/09/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
MediFit Corporate Health		12/09/2014	LIMITED LIABILITY COMPANY: NEW JERSEY

CH \$1165.00 4597198

Name	Formerly	Execution Date	Entity Type
Services LLC			COMPANY: NEW JERSEY
MediFit Residential Services LLC		12/09/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
MediFit Community Health Services LLC		12/09/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
MediFit Virtual Services LLC		12/09/2014	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Caltius Partners IV, LP, as Agent
Street Address:	11766 Wilshire Blvd., Suite 850
Internal Address:	c/o Caltius Capital Management, LP
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4597198	BACK TO DUTY. BACK TO LIFE.
Registration Number:	4540470	EVERY DAY IS GAME DAY. PREPARE FOR IT. F
Registration Number:	4627121	PULSE POWER
Registration Number:	4574575	EVERY DAY IS GAME DAY. PREPARE FOR IT. F
Registration Number:	4427488	CP
Registration Number:	3919867	
Registration Number:	3919783	
Registration Number:	3919769	
Registration Number:	3919761	
Registration Number:	3357213	THE CORE STORE
Registration Number:	3706715	CPRO
Registration Number:	3704250	ATHLETES' PERFORMANCE
Registration Number:	3704248	ATHLETES' PERFORMANCE
Registration Number:	3704244	ATHLETES' PERFORMANCE
Registration Number:	3734849	EVERY DAY IS A CHALLENGE. PREPARE FOR IT
Registration Number:	3822443	MINDSET NUTRITION MOVEMENT RECOVERY
Registration Number:	3696525	CORE PERFORMANCE
Registration Number:	3614463	CORE PERFORMANCE
Registration Number:	3408901	CORE PERFORMANCE
Registration Number:	3632202	CORE PERFORMANCE
Registration Number:	3632201	CORE PERFORMANCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3632199	CORE PERFORMANCE
Registration Number:	3124046	CORE PERFORMANCE
Registration Number:	3016024	CORE PERFORMANCE
Registration Number:	3016023	CORE PERFORMANCE
Registration Number:	2407489	ATHLETES' PERFORMANCE
Registration Number:	2407488	ATHLETES' PERFORMANCE
Registration Number:	2411558	ATHLETES' PERFORMANCE
Registration Number:	2428119	ATHLETES' PERFORMANCE
Registration Number:	4482141	MACTIVE
Registration Number:	4393932	MFITNET
Registration Number:	4513220	MEDIFIT
Serial Number:	86132139	COMEBACK INITIATIVE
Serial Number:	86067964	PIONEERING HUMAN PERFORMANCE
Serial Number:	86067511	EXOS
Serial Number:	86067973	PIONEERING HUMAN PERFORMANCE
Serial Number:	86067505	EXOS
Serial Number:	86188643	EVERY DAY IS GAME DAY
Serial Number:	86067509	EXOS
Serial Number:	86165931	EVERY DAY IS GAME DAY
Serial Number:	86165921	PERFORMANCE QUOTIENT
Serial Number:	86165909	PERFORMANCE QUOTIENT
Serial Number:	86067510	EXOS
Serial Number:	86067507	EXOS
Serial Number:	86065087	EXOS
Serial Number:	86065085	EXOS

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 333624-12

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 12/10/2014

Total Attachments: 15

TRADEMARK

REEL: 005416 FRAME: 0862

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Intellectual Property Security Agreement**”), dated as of December 9, 2014, is made by Athletes’ Performance, Inc., a Delaware corporation, Athletes’ Performance Arizona, LLC, a Georgia limited liability company, Athletes’ Performance Los Angeles, LLC, a Delaware limited liability company, Athletes’ Performance Florida, LLC, a Delaware limited liability company, Core Performance Centers, LLC, a Delaware limited liability company, Athletes’ Performance Properties, LLC, a Georgia limited liability company, Athletes’ Performance Insite, LLC, a Georgia limited liability company, Athletes’ Performance Texas, LLC, a Delaware limited liability company, Athletes’ Performance Elite, LLC, a Delaware limited liability company, Athletes’ Performance International, LLC, a Delaware limited liability company, CP International, LLC, a Delaware limited liability company, AP Global Services, LLC, a Delaware limited liability company, Athletes’ Performance Tactical, LLC, a Delaware limited liability company, Athletes’ Performance San Diego, LLC, a Delaware limited liability company, Athletes’ Performance Executive, LLC, a Georgia limited liability company, EXOS Human Capital, LLC, a Delaware limited liability company, MediFit Corporate Services, Inc., a New Jersey corporation, MediFit Corporate Services LLC, a New Jersey limited liability company, MediFit Community Services LLC, a New Jersey limited liability company, MediFit Corporate Health Services LLC, a New Jersey limited liability company, MediFit Residential Services LLC, a New Jersey limited liability company, MediFit Community Health Services LLC, a New Jersey limited liability company and MediFit Virtual Services, LLC, a New Jersey limited liability company (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **CALTIUS PARTNERS IV, LP**, a Delaware limited partnership (“**Partners**”), as agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, Grantors, the other credit parties thereto from time to time, Agent and **CALTIUS PARTNERS EXECUTIVE IV, LP**, a Delaware limited partnership (“**Executive**” and collectively with Partners, the “**Secured Parties**”), have entered into an Investment Agreement dated as of December 9, 2014 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Investment Agreement**”) with the Secured Parties providing for extensions of credit and other financial accommodations to be made to the Grantors by the Secured Parties; and

WHEREAS, Grantors own all of the Intellectual Property Collateral (as defined below) listed on Schedule I, Schedule II and Schedule III, annexed hereto; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent for the benefit of the Secured Parties this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the obligations of each Grantor under the Investment Agreement (collectively, the “**Obligations**”), each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent on behalf of the Secured Parties, a lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the “**Intellectual Property Collateral**”):

(a) all of its patents and patent licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all of its trademarks and trademark licenses to which it is a party, including those referred to on Schedule II hereto;

(c) all of its copyrights and copyright licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent licensed under any patent license, (ii) injury to the goodwill associated with any patent or any patent licensed under any patent license, (iii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iv) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (v) infringement or dilution of any copyright or copyright licensed under any copyright license, and (vi) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

2. **Representations and Warranties.** Each Grantor represents and warrants to Agent that, as of the date hereof, such Grantor does not have any interest in, or title to, any patent, registered trademark or registered copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

3. **Covenants.** Each Grantor covenants and agrees with Agent on behalf of the Secured Parties that from and after the date of this Intellectual Property Security Agreement:

(a) Grantors shall notify Agent immediately if they know or have reason to know that any material application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any

Grantor's ownership of any material patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(b) Grantors shall provide Agent with written notice of any application filed by any Grantor, either by itself or through any agent, employee, licensee or designee, to register any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto as Agent may request to evidence Agent's lien, on behalf of the Secured Parties, on such patent, trademark or copyright, and the general intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all commercially reasonable actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents, trademarks and copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a material adverse effect on the Grantors.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall (unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations), promptly take all commercially reasonable actions requested by Grantors' board of directors in their good faith business discretion (which request shall be made, in any case, in respect of any such infringement or misappropriation where the failure to do so could reasonably be expected to have a material adverse effect on the Grantors), including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution.

4. **Security Agreement.** The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by each Grantor to Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor and Agent, on behalf of the Secured Parties, expressly agree that the security interest granted by each Grantor under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest with respect to such Grantor for purposes of Article 9 of the Uniform Commercial Code as in effect in the state of Delaware (the "**Code**") and other applicable law. The exercise by Agent, on behalf of the Secured Parties, of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement, on the one hand, and the Security Agreement, on the other hand, then the terms and conditions of the Security Agreement shall prevail. In the event of any default under this Intellectual Property Security Agreement or the Security Agreement, Agent may, at its option on behalf of the Secured Parties, and without notice to or demand on

any Grantor, exercise all rights and remedies available to Agent on behalf of the Secured Parties under the Code, the Security Agreement, any other agreement, at law, in equity, or otherwise.

5. **Reinstatement**. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. **Notices**. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Investment Agreement.

7. **Termination**. Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate on the date that all Obligations have been satisfied in full.

8. **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

BORROWERS:

ATHLETES' PERFORMANCE, INC.

By: 
Name: Dan Burns
Title: Chief Executive Officer

ATHLETES' PERFORMANCE ARIZONA,
LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

ATHLETES' PERFORMANCE LOS
ANGELES, LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

ATHLETES' PERFORMANCE FLORIDA,
LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer


CORE PERFORMANCE CENTERS, LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer


**ATHLETES' PERFORMANCE
PROPERTIES, LLC**

By: 
Name: Dan Burns
Title: Chief Executive Officer


**ATHLETES' PERFORMANCE INSITE,
LLC**

By: 
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE TEXAS,
LLC**

By: 
Name: Dan Burns
Title: Chief Executive Officer


**ATHLETES' PERFORMANCE ELITE,
LLC**

By: 
Name: Dan Burns
Title: Chief Executive Officer

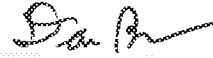
**ATHLETES' PERFORMANCE
INTERNATIONAL, LLC**

By: 
Name: Dan Burns
Title: Chief Executive Officer

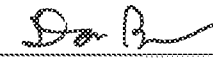
CP INTERNATIONAL, LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

AP GLOBAL SERVICES, LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

ATHLETES' PERFORMANCE TACTICAL,
LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

ATHLETES' PERFORMANCE SAN
DIEGO, LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

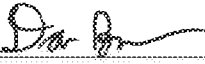
ATHLETES' PERFORMANCE
EXECUTIVE, LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

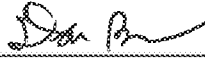
EXOS HUMAN CAPITAL, LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

MEDIFIT CORPORATE SERVICES, INC.

By: 
Name: Dan Burns
Title: Chief Executive Officer

MEDIFIT CORPORATE SERVICES LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

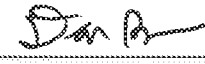
MEDIFIT COMMUNITY SERVICES LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

MEDIFIT CORPORATE HEALTH SERVICES LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

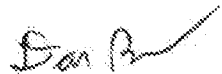
MEDIFIT RESIDENTIAL SERVICES LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

**MEDIFIT COMMUNITY HEALTH
SERVICES LLC**

By: 
Name: Dan Burns
Title: Chief Executive Officer

MEDIFIT VIRTUAL SERVICES LLC

By: 
Name: Dan Burns
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

CALTIUS PARTNERS IV, LP, as Agent

By: CP IV, LP, its general partner

By: 

Name: Michael Kane

Title: Managing Director

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

ATTACHMENT TO SCHEDULE II OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Serial Number	Reg. Number	Mark
1	86132139	COMEBACK INITIATIVE
2	86067964	PIONEERING HUMAN PERFORMANCE
3	86067511	EXOS
4	86067973	PIONEERING HUMAN PERFORMANCE
5	86067505	EXOS
6	86188641	BACK TO DUTY. BACK TO LIFE.
7	86188643	EVERY DAY IS GAME DAY
8	86067509	EXOS
9	86165931	EVERY DAY IS GAME DAY
10	86165921	PERFORMANCE QUOTIENT
11	86165909	PERFORMANCE QUOTIENT
12	86067510	EXOS
13	86067507	EXOS
14	86065087	EXOS
15	86065085	EXOS
16	86011507	EVERY DAY IS GAME DAY. PREPARE FOR IT. TRAIN FOR IT. REST FOR IT.
17	85952008	PULSE POWER
18	85951999	EVERY DAY IS GAME DAY. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT.
19	85667240	CP
20	85083152	<i>Design</i>
21	85077196	<i>Design</i>
22	85077008	<i>Design</i>

23	85076910	3919761	<i>Design</i>
24	78603612	3357213	THE CORE STORE
25	77596236	3706715	CPRO
26	77557205	3704250	ATHLETES' PERFORMANCE
27	77557153	3704248	ATHLETES' PERFORMANCE
28	77557078	3704244	ATHLETES' PERFORMANCE
29	77475479	3734849	EVERY DAY IS A CHALLENGE. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT.
30	77475375	3822443	MINDSET NUTRITION MOVEMENT RECOVERY
31	77385550	3696525	CORE PERFORMANCE
32	77268342	3614463	CORE PERFORMANCE
33	77268101	3408901	CORE PERFORMANCE
34	77267095	3632202	CORE PERFORMANCE
35	77266949	3632201	CORE PERFORMANCE
36	77266908	3632199	CORE PERFORMANCE
37	76590330	3124046	CORE PERFORMANCE
38	76590329	3016024	CORE PERFORMANCE
39	76590328	3016023	CORE PERFORMANCE
40	75783426	2407489	ATHLETES' PERFORMANCE
41	75783425	2407488	ATHLETES' PERFORMANCE
42	75783060	2411558	ATHLETES' PERFORMANCE
43	75783059	2428119	ATHLETES' PERFORMANCE
44	85744091	4482141	MACTIVE
45	85744082	4393932	MFTINET
46	85328050	4513220	MEDFIT

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
CORE PERFORMANCE WOMEN: Burn Fat and Build Lean Muscle	TX0007142838	12/18/2010
EVERY DAY IS GAME DAY: The Proven System of Elite Performance to Win All Day, Every Day	TX0007847583	03/07/2014

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Date</u>
None	

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		