

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE FRS COMPANY		07/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FRS International AG		
Street Address:	Lielistrasse 85		
City:	8966 Oberwil Lieli		
State/Country:	SWITZERLAND		
Entity Type:	Aktiengesellschaft: SWITZERLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3124166	A NEW DAWN IN HEALTHY NUTRITION	
Registration Number:	4425792	BE MORE	
Registration Number:	3609735	DON'T CRASH	
Registration Number:	3886918	ENERGY FOR THE HUMAN RACE	
Registration Number:	2778635	FRS	
Registration Number:	3181619	FRS	
Registration Number:	3830648	FUELED BY QUERCETIN	
Registration Number:	4317857	HEALTHY DEFENSE	
Registration Number:	3544234	HEALTHY ENERGY	
Registration Number:	4307435	HEALTHY PERFORMANCE	
Registration Number:	4309599	HEALTHY PROTEIN	
Registration Number:	4332450	HEALTHY SLIM	
Registration Number:	4440521	TIRED OF BEING TIRED?	
Registration Number:	4376848	WHAT FUELS YOU	
Registration Number:	3800533	Q	
Registration Number:	3871075	Q	
Registration Number:	4140286	Q	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3105513450
Email: efiling@knobbe.com, Jonathan.Hyman@knobbe.com
Correspondent Name: Jonathan A. Hyman
Address Line 1: 2040 Main Street, 14th Floor
Address Line 2: KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	FRSCO.000GEN
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DOMESTIC REPRESENTATIVE

Name: Jonathan A. Hyman
Address Line 1: 2040 Main Street, 14th Floor
Address Line 2: KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Jonathan A. Hyman
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SIGNATURE:	/jhh/
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DATE SIGNED:	09/16/2015
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Total Attachments: 7

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT, effective as of July 31, 2015 (this “**Agreement**”), is by and between **THE FRS COMPANY**, a Delaware corporation (the “**Seller**”) and **FRS INTERNATIONAL AG**, a Swiss Atkiengesellschaft (the “**Purchaser**”). Capitalized terms used but not otherwise defined herein shall have their respective meanings given to such term in that certain Asset Purchase Agreement, dated as of July 31, 2015 (the “**Asset Purchase Agreement**”), by and among the Seller and the Purchaser.

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to assign to Purchaser all of its right, title and interest in the Business Intellectual Property as defined in the Asset Purchase Agreement, and this Agreement effects the foregoing.

WHEREAS, the execution and delivery of this Agreement is a condition to the obligations of the parties to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein and in the Asset Purchase Agreement, the Purchaser and the Seller hereby agree as follows:

1. Assignment. Subject to the Closing of the APA, Seller hereby irrevocably assigns and conveys to Purchaser, all of Seller’s worldwide right, title and interest of whatever nature in and to the Business Intellectual Property.

2. Transfer. Seller shall take all actions deemed reasonably necessary by Purchaser to facilitate and further memorialize and effect the assignment and conveyance of the Business Intellectual Property to Purchaser described in Section 1 herein. This may include, without limitation, Seller’s reasonable cooperation with Purchaser to file and process all forms, instruments, agreements and other formalities necessary to complete the transfer of all the Business Intellectual Property to Purchaser. Purchaser shall be responsible for any and all expenses including legal fees incurred pursuant to this Section 2.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Business Intellectual Property. The representations, warranties, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or by means of portable document format (pdf sent via email) in counterparts by the parties hereto, each of which when executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of Switzerland applicable to contracts executed in and to be performed in that canton and country, regardless of the residency of the parties hereto or the location of the Assets and without regard to any conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly caused this INTELLECTUAL
PROPERTY TRANSFER AGREEMENT to be executed as of the date first above written.

SELLER:

THE FRS COMPANY

By: Richard O'Neil
Name: *Richard O'Neil*
Title: *President and CEO*

PURCHASER:

FRS INTERNATIONAL AG

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY TRANSFER AGREEMENT]

IN WITNESS WHEREOF, the parties have duly caused this **INTELLECTUAL
PROPERTY TRANSFER AGREEMENT** to be executed as of the date first above written.

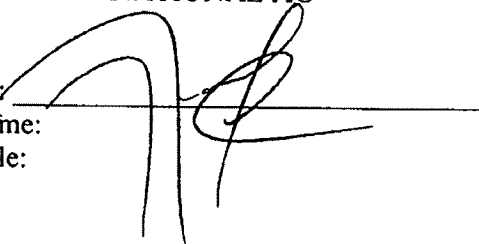
SELLER:

THE FRS COMPANY

By: _____
Name:
Title:

PURCHASER:

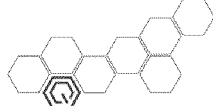
FRS INTERNATIONAL AG

By:  _____
Name:
Title:

[Signature Page to Intellectual Property Transfer Agreement]

U.S. TRADEMARKS

Mark	Classes/Goods	App. No./ App. Date	Reg. No./ Reg. Date
A NEW DAWN IN HEALTHY NUTRITION	Beverages, namely, isotonic drinks, hypertonic drinks, hypotonic drinks, fruit drinks, soft drinks, isotonic energy drinks and sports drinks; fruit-flavored soft drinks, soft drinks; powders and concentrates used in the preparation of the foregoing beverages in Class 32	78/077,480 8/3/01	3,124,166 8/1/06
BE MORE	Nutritional supplements; nutritionally fortified beverages; powdered nutritional supplement drink mix and concentrate; nutritionally fortified soft chews in Class 5; and Non-alcoholic beverages, namely, energy drinks, fruit-flavored beverages, and sports drinks; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages in Class 32	77/700,472 3/26/09	4,425,792 10/29/13
DON'T CRASH	Nutritional supplements; nutritionally fortified beverages; powdered nutritional supplement drink mix and concentrate; nutritionally fortified soft chews in Class 5; and Non-alcoholic beverages, namely, energy drinks, fruit-flavored beverages, and sports drinks; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages in Class 32	77/351,267 12/13/07	3,609,735 4/21/09
ENERGY FOR THE HUMAN RACE	Non-alcoholic beverages, namely, energy drinks, fruit-flavored beverages, and sports drinks; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverage sin Class 32	77/610,376 11/7/08	3,886,918 12/7/10
FRS	Food supplements; ingredients of food and beverages in the nature of nutritional supplements in Class 5	78/072,740 7/6/01	2,778,635 10/28/03
FRS	Nutritionally fortified beverages in Class 5; and Non-alcoholic beverages, namely, energy drinks and fruit-flavored beverages; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages in Class 32	78/461,773 8/4/04	3,181,619 12/5/06
FUELED BY QUERCETIN	Nutritional supplements; nutritionally fortified beverages; powdered nutritional supplement drink mix and concentrate; nutritionally fortified soft chews; all of the foregoing containing quercetin in Class 5; and Non-alcoholic beverages, namely, energy drinks, fruit-flavored beverages, and sports drinks; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages; all of the foregoing containing quercetin in Class 32	77/803,458 8/12/09	3,830,648 8/10/10
HEALTHY DEFENSE	Beverages, namely, non-alcoholic fruit-flavored beverages enhanced with vitamins, minerals and other nutrients; beverages, namely, non-alcoholic beverages containing fruit juices and added vitamins, minerals and other nutrients; beverages, namely, fruit based beverages enhanced with vitamins, minerals, nutrients, and antioxidants; non-alcoholic beverages, namely, energy drinks, fruit-flavored drinks, fruit-flavored beverages, non-alcoholic beverages containing fruit juices; energy drinks enhanced with added vitamins, minerals, nutrients, and antioxidants in Class 32	85/378,471 7/22/11	4,317,857 4/9/13
HEALTHY ENERGY	Non-alcoholic fruit juice beverages in Class 32	77/126,151 3/8/07	3,544,234 12/9/08
HEALTHY PERFORMANCE	Non-alcoholic beverages, namely, Energy drinks, Fruit-flavored drinks, Fruit-flavored beverages, Non-alcoholic beverages containing fruit juices, Non-alcoholic beverages containing fruit juices and added vitamins, minerals and other nutrients, Fruit-based beverages enhanced with vitamins, minerals, nutrients, and antioxidants, Energy drinks enhanced with vitamins, minerals, nutrients, and antioxidants, and Fruit-based beverages; Concentrates and powders used in the preparation of Energy drinks, Fruit-flavored drinks, Fruit-flavored beverages, Non-alcoholic beverages containing fruit juices, Fruit-based beverages, Non-alcoholic beverages containing fruit juices and added vitamins, minerals and other nutrients, Fruit-based beverages enhanced with vitamins, minerals, nutrients, and antioxidants, Energy drinks enhanced with vitamins, minerals, nutrients, and antioxidants, and Fruit-based beverages drinks in Class 32	85/342,386 6/9/11	4,307,435 3/26/13
HEALTHY PROTEIN	Nutritionally fortified beverages, namely, Non-alcoholic beverages containing fruit	85/261,596	4,309,599

Mark	Classes/Goods	App. No./ App. Date	Reg. No./ Reg. Date
	juices fortified with added vitamins, minerals, nutrients, and antioxidants; Nutritionally fortified beverages, namely, Fruit-based beverages fortified with added vitamins, minerals, nutrients, and antioxidants; Recovery drinks, namely, nutritionally fortified beverages with added vitamins, minerals, nutrients, and antioxidants; and Performance drinks, namely, nutritionally fortified beverages with added vitamins, minerals, nutrients, and antioxidants; all the foregoing containing protein in Class 5; and Non-alcoholic beverages, namely, Energy drinks, Fruit-flavored drinks, Fruit-flavored beverages, Sports drinks, Non-alcoholic beverages containing fruit juices, Fruit based beverages, Sports drinks enhanced with added vitamins, minerals, nutrients, and antioxidants; Energy drinks enhanced with added vitamins, minerals, nutrients, and antioxidants; Sports drinks, namely, performance drinks; Sports drinks, namely, recovery drinks; all the foregoing containing protein in Class 32	3/8/11	3/26/13
HEALTHY SLIM	Beverages, namely, non-alcoholic fruit-flavored beverages enhanced with vitamins, minerals and other nutrients; Beverages, namely, non-alcoholic beverages containing fruit juices and added vitamins, minerals and other nutrients; Beverages, namely, fruit based beverages enhanced with vitamins, minerals, nutrients, and antioxidants; Non-alcoholic beverages, namely, Energy drinks, Fruit-flavored drinks, Fruit-flavored beverages, Sports drinks, Non-alcoholic beverages containing fruit juices, Non-alcoholic beverages with fruit flavor, Fruit based beverages, Sports drinks enhanced with added vitamins, minerals, nutrients, and antioxidants; Energy drinks enhanced with added vitamins, minerals, nutrients, and antioxidants in Class 32	85/378,509 7/22/11	4,332,450 5/7/13
TIRED OF BEING TIRED?	Nutritional supplements; nutritionally fortified beverages; powdered nutritional supplement drink mix and concentrate; nutritionally fortified soft chews in Class 5; and Non-alcoholic beverages, namely, energy drinks, fruit-flavored beverages, and sports drinks; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages in Class 32	85/112,637 8/20/10	4,440,521 11/26/13
WHAT FUELS YOU	Nutritional supplements; nutritionally fortified beverages; powdered nutritional supplement drink mix and concentrate; nutritionally fortified soft chews in Class 5; and Non-alcoholic beverages, namely, Energy drinks, Fruit-flavored drinks, Fruit-flavored beverages, Sports drinks, Non-alcoholic beverages containing fruit juices, Non-alcoholic beverages with fruit-flavor, Fruit based beverages; Sports drinks enhanced with added vitamins, minerals, nutrients, and antioxidants; Energy drinks enhanced with added vitamins, minerals, nutrients, and antioxidants; Sports drinks, namely, performance drinks; Sports drinks, namely, recovery drinks; Concentrates and powders used in the preparation of beverages, namely, energy drinks, Fruit-flavored drinks, Fruit-flavored beverages, Sports drinks, Non-alcoholic beverages containing fruit juices, Non-alcoholic beverages with fruit-flavor, Fruit based beverages, performance sports drinks, and recovery sports drinks; Non-alcoholic beverages containing fruit juices fortified with added vitamins, minerals, nutrients, and antioxidants, Sports drinks fortified with added vitamins, minerals, nutrients, and antioxidants, Energy drinks fortified with added vitamins, minerals, nutrients, and antioxidants; Recovery sports drinks fortified with vitamins, minerals, nutrients, and antioxidants; performance sports drinks fortified with vitamins, minerals, nutrients, and antioxidants in Class 32	85/185,105 11/24/10	4,376,848 7/30/13
	Nutritional supplements; nutritionally fortified beverages; powdered nutritional supplement drink mix and concentrate; nutritionally fortified soft chews in Class 5; and Non-alcoholic beverages, namely, energy drinks, fruit-flavored beverages, and sports drinks; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages in Class 32	77/667,306 2/10/09	3,800,533 6/8/10

Mark	Classes/Goods	App. No./ App. Date	Reg. No./ Reg. Date
	Nutritional supplements; nutritionally fortified beverages; powdered nutritional supplement drink mix and concentrate; nutritionally fortified soft chews in Class 5; and Non-alcoholic beverages, namely, energy drinks, fruit-flavored beverages, and sports drinks; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages in Class 32	77/667,347 2/10/09	3,871,075 11/2/10
	Nutritional supplements; nutritionally fortified beverages; powdered nutritional supplement drink mix and concentrate; nutritionally fortified soft chews in Class 5; Energy drinks, fruit-flavored beverages, sports drinks, non-alcoholic beverages containing fruit juices, and fruit-based beverages; concentrates used in the preparation of energy drinks, fruit-flavored beverages, sports drinks, non-alcoholic beverages containing fruit juices, and fruit-based beverages; powders used in the preparation of energy drinks, fruit-flavored beverages, and sports drinks in Class 32	85/330,348 5/25/11	4,140,286 5/8/12

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