

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378782

<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>
FuelBelt, Inc.		10/30/2015	Corporation: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Implus Footcare LLC		
<b>Street Address:</b>	2001 TW Alexander Drive, Box 13925		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27709		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2537992	FUELBELT	
<b>Registration Number:</b>	4054093	REVENGE	
<b>Registration Number:</b>	4572682	HYDROGEN	
<b>Registration Number:</b>	3997909	HELIUM	
<b>Registration Number:</b>	3997910	SPRINT	
<b>Registration Number:</b>	3997911	STAY HYDRATED	
<b>Registration Number:</b>	4214649	DASH	
<b>Registration Number:</b>	4370593	H2O	
<b>Registration Number:</b>	4274065	FUELBOX	
<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>	7035493278		
<b>Email:</b>	bryce.maynard@bipc.com		
<b>Correspondent Name:</b>	Bryce J Maynard		
<b>Address Line 1:</b>	1737 KING STREET SUITE 500		
<b>Address Line 2:</b>	Buchanan Ingersoll & Rooney		
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314		
<b>NAME OF SUBMITTER:</b>	Bryce J. Maynard		

CH \$240.00 2537992

<b>SIGNATURE:</b>	/Bryce J. Maynard/
<b>DATE SIGNED:</b>	03/31/2016
<b>Total Attachments: 7</b> source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page1.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page2.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page3.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page4.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page5.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page6.tif source=FuelBelt - Implus - IP Assignment - EXECUTED (1)#page7.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment"), is entered into and made effective as of October 30, 2015 by and between FuelBelt, Inc., a Rhode Island corporation, a/k/a Fuel Belt, Inc., and Vinu P. Malik, an individual (collectively, "Assignors"), on the one hand and Implus Footcare, LLC, a Delaware limited liability company ("Assignee") on the other hand.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October 30, 2015, by and among Assignee, Assignors and the other parties named therein (the "Purchase Agreement"), Assignors have agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignors, all right, title and interest in, to and under the Intellectual Property, including, without limitation, (a) all rights in, to and under the issued patents and patent applications set forth on Schedule A hereto (the "Patent Filings"), and (b) all rights in, to and under the trademarks registrations and applications set forth on Schedule B hereto (the "Trademark Filings"), and Assignors have agreed to execute and deliver this Assignment;

WHEREAS, Assignee and Assignor are hereby effecting such transfer and assignment of all right, title and interest throughout the world in, to and under the Intellectual Property, including the Patent Filings, the Trademark Filings and the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignee and Assignors agree as follows:

1. Assignment. Assignors hereby irrevocably convey, transfer and assign to Assignee all right, title and interest in, to and under the Intellectual Property, including the Patent Filings, the Trademark Filings and the goodwill associated therewith and symbolized thereby as well as all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Intellectual Property, Patent Filings and Trademark Filings. Assignee is to hold all right, title and interest in, to and under the Intellectual Property, including the Patent Filings and Trademark Filings, as fully and exclusively as they would have been held and enjoyed by Assignors had the assignment in this Section 1 not been made.

2. Recording and Further Actions. Assignors authorize Assignee to cause this Assignment to be recorded as the assignee or transferee of the Intellectual Property, including the Patent Filings, the Trademark Filings, and shall promptly upon presentation to Assignor by

Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be required to effectuate the purpose of this Assignment.

3. Other Deliverables. Following the Closing, Assignors agree to promptly deliver to Assignee or its legal counsel any additional documents or tangible things that Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Intellectual Property, including the Patent Filings and the Trademark Filings.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

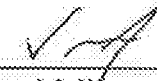
7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

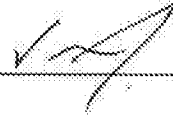
[Signatures begin on following page]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNOR: FUELBELT, INC.

By:   
Name: Vinu Malik  
Title: President

ASSIGNOR: VINU P. MALIK

By: 

ASSIGNEE: IMPLUS FOOTCARE, LLC

By: \_\_\_\_\_  
Name: Seth Richards  
Title: Chief Executive Officer

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.


ASSIGNOR: FUELBELT, INC.

By: \_\_\_\_\_  
Name: Vinu Malik  
Title: President

ASSIGNOR: VINU P. MALIK

By: \_\_\_\_\_

ASSIGNEE: IMPLUS FOOTCARE, LLC

By:  \_\_\_\_\_  
Name: Seth Richards  
Title: Chief Executive Officer

**SCHEDULE A - US PATENTS**

<b>Patent No.</b>	<b>Title</b>	<b>Inventor(s)</b>	<b>Issue Date</b>	<b>Owner</b>
D505,008	Belt for Carrying Beverage Bottles	Vinu P. Malik	May 17, 2003	Fuel Belt, Inc.

**SCHEDULE B – US TRADEMARKS**

Trademark/ Service Mark	Goods/Services (Int'l Cl. No.)	Serial/Reg. No. (Filing/Reg. Date)	Owner
FUELBELT®	Portable beverage dispensers, comprising sports bottles carried on a knit elastic belt, used for body hydration by endurance athletes and outdoor enthusiasts (Int'l Cl. 21)	2,537,992 (February 12, 2002)	FuelBelt, Inc.
REVENGE®	Sports bottles sold empty; portable beverage dispensers, namely, sports bottles carried on a belt; and holders and holsters for holding sports bottles (Int'l Cl. 36)	4,054,093 (November 8, 2011)	FuelBelt, Inc.
HYDROGEN®	Sports bottles sold empty; portable beverage dispensers, namely, sports bottles carried on a belt; and holders and holsters for holding sports bottles (Int'l Cl. 36)	4,572,682 (July 22, 2014)	FuelBelt, Inc.
HELIUM®	Sports bottles sold empty; portable beverage dispensers, namely, sports bottles carried on a belt; and holders and holsters for holding sports bottles (Int'l Cl. 21)	3,997,909 (July 19, 2011)	FuelBelt, Inc.



Trademark/ Service Mark	Goods/Services (Int'l Cl. No.)	Serial/Reg. No. (Filing/Reg. Date)	Owner
SPRINT®	Sports bottles sold empty; and holders and holsters for holding sports bottles (Int'l Cl. 21)	3,997,910 (July 19, 2011)	FuelBelt, Inc.
STAY HYDRATED®	Sports bottles sold empty; portable beverage dispensers, namely, sports bottles carried on a belt; and holders and holsters for holding sports bottles (Int'l Cl. 21)	3,997,911 (July 19, 2011)	FuelBelt, Inc.
DASH®	Sports bottles sold empty and holders and holsters for holding sports bottles (Int'l Cl. 21)	4,214,649 (September 25, 2012)	FuelBelt, Inc.
H2O®	Holders and holsters for holding sports bottles (Int'l Cl. 21)	4,370,593 (July 23, 2013)	FuelBelt, Inc.
FUELBOX®	Bicycle accessories, namely, bicycle bags for containing personal items or food (Int'l Cl. 12)	4,274,065 (January 15, 2013)	FuelBelt, Inc.