

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MyoBlox, LLC		03/16/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nutracap Holdings, LLC		
Street Address:	8 The Green, Ste A		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4566384	MYOBLOX	
Registration Number:	5073397	M	
Registration Number:	5586324	M	
Registration Number:	4874231	LOCO	
Registration Number:	4874496	ILLA	
Registration Number:	6218808	24/7 AMINOS	
Registration Number:	6020345	MARTIAN	
Registration Number:	5806542	SUPRA	
Registration Number:	5794619	RUBIX	
Registration Number:	5155650	BLO	
Registration Number:	5234670	CONTRA	
Registration Number:	4944609	TETRA	
Registration Number:	4874233	A-SYN	
Registration Number:	4874447	ISOFRAC	
Registration Number:	4874495	TOMIDEX	
Registration Number:	5059692	WEREWOLF BLOOD	
Registration Number:	5316634	FULVIPURE	
Registration Number:	5205684	XO SERIES	
Registration Number:	5167555	OSMOJET	
TRADEMARK			

OP \$490.00 4566384

CORRESPONDENCE DATA**Fax Number:**

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: 6787990474**Email:** Jessica@arthurwleach.com**Correspondent Name:** Jessica H. Leach**Address Line 1:** 4080 McGinnis Ferry Rd, Suite 401**Address Line 4:** Alpharetta, GEORGIA 30005

NAME OF SUBMITTER:	Jessica H. Leach
---------------------------	------------------

SIGNATURE:	/Jessica H. Leach/
-------------------	--------------------

DATE SIGNED:	06/09/2021
---------------------	------------

Total Attachments: 7

source=MYOBLOX TM ASSIGNMENT - Executed#page1.tif

source=MYOBLOX TM ASSIGNMENT - Executed#page2.tif

source=MYOBLOX TM ASSIGNMENT - Executed#page3.tif

source=MYOBLOX TM ASSIGNMENT - Executed#page4.tif

source=MYOBLOX TM ASSIGNMENT - Executed#page5.tif

source=MYOBLOX TM ASSIGNMENT - Executed#page6.tif

source=MYOBLOX TM ASSIGNMENT - Executed#page7.tif

Trademark Assignment

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on March 9, 2021 (the "Effective Date") by and between the following parties:

MyoBlox, LLC
5402 Commercial Drive
Huntington Beach, CA 92649

(the "Assignor")

AND

Nutracap Holdings, LLC
a Delaware Limited Liability Company (LLC)
6080 McDonough Dr NW
Norcross, Georgia 30093

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. CONSIDERATION.

Assignee shall pay Assignor a total consideration for the assignment of the trademarks listed on Exhibit A pursuant to the following conditions:

A. COMMISSION.

Assignor and Assignee jointly agree that Assignor and Assignee will cooperate for the development and expansion of the brands connected to the trademarks listed on Exhibit A ("the Trademarks"). For this cooperation, Assignee shall pay Assignor **3% (three percent) of the Gross Sales** generated by the sale of products branded with the trademarks listed on Exhibit A. Payment of the commission defined herein shall be paid monthly, no later than on the 10th day of each month. All payments shall be accompanied by financial reports detailing the sales associated with each of the Trademarks. Assignee shall provide additional reports as Assignor may reasonably request from time to time.

3. TERMINATION.

Assignor and Assignee jointly agree that the cooperation for the development and expansion of the brands connected to the trademarks listed on Exhibit A may need to be terminated by Assignor, at any moment. Termination can be done by notification of Assignor to Assignee with a 60 (sixty) days' notice. In the event of termination, Assignee shall pay Assignor a final payment equivalent to **3 (three) times the sum of all COMMISSION payments executed from the Assignee to Assignor during the 12 (twelve) months** preceding the notification date defined herein.

4. INDEMNIFICATION

Assignee agrees to indemnify Assignor, and its officers, directors, shareholders, agents, employees, partners, affiliates and subsidiaries and the officers, directors, shareholders, agents, employees, partners, affiliates and subsidiaries of such entities harmless from and against any and all Claims arising out of or in any way related to the grossly negligent or intentional acts of

Assignee or any breach of any provision of this Agreement by Assignee and its agents, employees, representatives, contractors, officers, or directors.

5. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

6. ASSIGNMENT.

This Agreement and the rights, duties and obligations hereunder may not be assigned or delegated by either party without the prior written consent of the other party.

7. WAIVER.

No waiver of any default hereunder by either party or any failure to enforce any rights hereunder shall be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof. No waiver shall be effective unless made in writing with specific reference to the relevant provision(s) of this Agreement and signed by a duly authorized representative of the party granting the waiver.

8. REMEDIES.

Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement to recover damages and costs (including reasonable attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor, regardless of any termination of this Agreement by such breaching party. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of this Agreement and that any party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction, for specific performance and/or other injunctive relief in order to enforce, or prevent any violations of this Agreement. No legal remedies are waived at the time of termination.

9. ATTORNEYS' FEES.

In the event there are legal proceeds to enforce the provisions of this Agreement or to declare rights and obligations thereunder, the prevailing party shall be entitled to recover from the losing party its costs, including reasonable attorneys' fees.

10. GOVERNING LAW.

This Assignment is governed by and is to be construed in accordance with the laws of the State of Georgia.

11. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

12. SEVERABILITY.


If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

13. ADVICE OF COUNSEL.

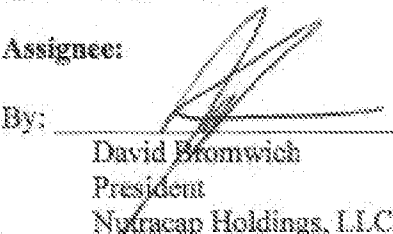
EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By:  March 16, 2021: _____
John Foster
CEO
MyoBlox, LLC

Assignee:

By:  March 16, 2021: _____
David Bromwich
President
Nyracap Holdings, LLC

[Notary Acknowledgement to Follow]

CATHERINE BARNWELL LEATH
NOTARY PUBLIC
Fulton County, Georgia
My Comm. Expires January 18, 2023

Catherine Barnwell Leath
01/10/23

Exhibit A

List of Trademark/Service Mark

Trademark/Service mark: MYOBLOX
Registration/Application number: 4566384
Dated: April 18, 2013

Trademark/Service mark: M
Registration/Application number: 5073397
Dated: November 1, 2016

Trademark/Service mark: M
Registration/Application number: 5586324
Dated: October 16, 2018

Trademark/Service mark: LOCO
Registration/Application number: 4874231
Dated: December 22, 2015

Trademark/Service mark: ILLA
Registration/Application number: 4874496
Dated: December 22, 2015

Trademark/Service mark: 24/7 AMINOS
Registration/Application number: 6218808
Dated: December 8, 2020

Trademark/Service mark: MARTIAN
Registration/Application number: 6020345
Dated: March 24, 2020

Trademark/Service mark: SUPRA
Registration/Application number: 5806542
Dated: July 16, 2019

Trademark/Service mark: RUBIX
Registration/Application number: 5794619
Dated: July 2, 2019

Trademark/Service mark: BLO
Registration/Application number: 5155650
Dated: March 7, 2017

Trademark/Service mark: CONTRA

Registration/Application number: 5234670
Dated: July 4, 2017

Trademark/Service mark: TETRA
Registration/Application number: 4944609
Dated: April 26, 2016

Trademark/Service mark: A-SYN
Registration/Application number: 4874233
Dated: December 22, 2015

Trademark/Service mark: ISOFRACT
Registration/Application number: 4874447
Dated: December 22, 2015

Trademark/Service mark: TOMIDEX
Registration/Application number: 4874495
Dated: December 22, 2015

Trademark/Service mark: WEREWOLF BLOOD
Registration/Application number: 5059692
Dated: October 11, 2016

Trademark/Service mark: FULVIPURE
Registration/Application number: 5316634
Dated: October 24, 2017

Trademark/Service mark: XO SERIES
Registration/Application number: 5205684
Dated: May 16, 2017

Trademark/Service mark: OSMOJET
Registration/Application number: 5167555
Dated: March 21, 2017

Assignee Acknowledgement

State of GEORGIA
County of NORCROSS

On 03/16/2021 before me the undersigned Notary Public, personally appeared David Bromwich, President, Nutrascap Holdings, LLC ASSIGNEE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Catherine Barnwell Leath (Notary Seal)
Notary Public

01/10/2023
My commission expires.

