

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627073

<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>
Next Level Athletics, LLC		01/28/2021	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCS Direct, Inc.		
<b>Street Address:</b>	9 Trefoil Drive		
<b>City:</b>	Trumbull		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06611		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5479079	HER AMINO BURNER	
<b>Registration Number:</b>	5349912	NLA FOR HER	
<b>Registration Number:</b>	5294790	NLA FOR HER	
<b>Registration Number:</b>	4933936	HER PROBIOTICS	
<b>Registration Number:</b>	4924192	HER CLEANSE	
<b>Registration Number:</b>	4875796	HER GARCINIA	
<b>Registration Number:</b>	4924009	HER CLA	
<b>Registration Number:</b>	4875795	HER AMINOS	
<b>Registration Number:</b>	4832759	HER MULTI	
<b>Registration Number:</b>	4882133	HER OMEGAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033375533		
<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>	2033680211		
<b>Email:</b>	rdrucker@cohenandwolf.com		
<b>Correspondent Name:</b>	Robyn H. Drucker		
<b>Address Line 1:</b>	1115 Broad Street		
<b>Address Line 4:</b>	Bridgeport, CONNECTICUT 06604		

OP \$265.00 5479079

<b>NAME OF SUBMITTER:</b>	Robyn H. Drucker, Esq.
<b>SIGNATURE:</b>	/Robyn H. Drucker, Esq./
<b>DATE SIGNED:</b>	02/19/2021
<b>Total Attachments: 5</b> source=Assignment of IP - Executed#page1.tif source=Assignment of IP - Executed#page2.tif source=Assignment of IP - Executed#page3.tif source=Assignment of IP - Executed#page4.tif source=Assignment of IP - Executed#page5.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Next Level Athletics LLC, a Nevada limited liability company with a mailing address at 2216 Versailles Court, Henderson, NV 89074 (“Assignor”), owns the following intellectual property (collectively, the “Intellectual Property”):

1. The following United States Patent and Trademark Registrations, together with all common law rights associated therewith:
  - a) U.S. Trademark Reg. No. 5479079 for “HER AMINO BURNER”;
  - b) U.S. Trademark Reg. No. 5349912 for “NLA FOR HER”;
  - c) U.S. Trademark Reg. No. 5294790 for “NLA FOR HER”;
  - d) U.S. Trademark Reg. No. 4933936 for “HER PROBIOTICS”;
  - e) U.S. Trademark Reg. No. 4924192 for “HER CLEANSE”;
  - f) U.S. Trademark Reg. No. 4875796 for “HER GARCINIA”;
  - g) U.S. Trademark Reg. No. 4924009 for “HER CLA”;
  - h) U.S. Trademark Reg. No. 4875795 for “HER AMINOS”;
  - i) U.S. Trademark Reg. No. 4832759 for “HER MULTI”;
  - j) U.S. Trademark Reg. No. 4882133 for “HER OMEGAS”;
  - k) Expired U.S. Trademark Reg. No. 4461635 for “SHRED HER”;
  - l) Expired U.S. Trademark Reg. No. 4313116 for “T-BLAST”;
  - m) Expired U.S. Trademark Reg. No. 4454518 for “HER WHEY”;
  - n) Expired U.S. Trademark Reg. No. 4175639 for “FRAT PACK”;
  - o) Expired U.S. Trademark Reg. No. 4175386 for “NLA PERFORMANCE THE CHOICE OF CHAMPIONS”;
2. All of Assignor’s right, title and interest in and to the unregistered trademarks and their abandoned applications with the United States Patent and Trademark Office: SUPP-D (Serial No. 85692573), SWOLL-N (Serial No. 85695240);
3. Unregistered trade names: NLA for Her; Next Level Athletics; NLA Performance
4. Assignor’s right, title and interest in and to the “UPLIFT” trademark, including without limitation all common law rights and all of Assignor’s right, title and interest in and to the expired U.S. Trademark bearing Registration Number 4458353 for “UPLIFT” pursuant to the terms of that certain Trademark Assignment & License Back dated as of

June 7, 2019 by and between The Juice Plus Company, LLC and Assignor (the "License Agreement") together with an assignment of the License Agreement;

5. Web Addresses and Domain Names: [www.nlaforher.com](http://www.nlaforher.com); [www.nlaperformance.com](http://www.nlaperformance.com)
6. Telephone and Fax Numbers:
7. Email and Social media accounts:  
  
Facebook – nla for her  
Twitter – NLAforHer  
Instagram – nlaforher  
Pinterest- nlaforher
8. All registered patents, patent applications and inventions and discoveries that may be patentable;
9. All registered and unregistered copyrights un both published works and unpublished works;
10. All common law service marks, trade names, and trademarks (including any expired trademark registrations and trademark applications) owned or licensed by Assignor with respect to Assignor's business and line of products, including, without limitation, the NLA for Her trade name and those appearing on Assignor's websites;
11. All know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints; and
12. All product formulas for the products transferred to Buyer pursuant to that certain Asset Purchase Agreement by and between Assignor, Assignee (as hereinafter defined), Kevin Gundersen and Justin Matoesian of even date herewith (the "Acquired Products"), and all associated clinical, regulatory, quality, marketing and manufacturing documentation, including all product registrations, labeling, regulatory approvals, awards and other permits related to the Acquired Products.

WHEREAS, SCS Direct, Inc., a Connecticut corporation with an address at 9 Trefoil Drive, Trumbull, Connecticut 06611 ("Assignee"), wishes to acquire the Intellectual Property from Assignor.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor hereby transfers, grants, conveys, assigns exclusively to Assignee all right, title, and interest worldwide in and to the Intellectual Property together with (a) all common law rights and the goodwill associated therewith and (b) the right to sue for past, present, and future infringements or other violations thereof.

2. Assignor shall execute and deliver, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Intellectual Property to Assignee, to the fullest extent possible. Assignor further agrees to provide testimony in connection with any proceeding affecting the

right, title, interest, or benefit of Assignee in and to the Intellectual Property and to perform any other acts (at Assignor's cost) deemed reasonably necessary to carry out the intent of this Agreement.

3. Assignor represents and warrants that it has full right and authority to convey the interests assigned by this Agreement, including without limitation all rights under the License Agreement, and that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Intellectual Property (including without limitation the rights granted under the License Agreement) in order for the transfer and assignment of any of the Intellectual Property under this Agreement to be legally effective.

4. Assignor represents and warrants that, to the best of Assignor's knowledge, upon consummation of this Assignment, (a) Assignee shall have good and marketable title to the Intellectual Property, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses or charges of any nature whatsoever and (b) Assignee shall succeed to all of Assignor's right, title and standing to receive all rights and benefits pertaining to the Intellectual Property.

5. Assignor covenants and agrees to indemnify and hold harmless Assignee from and against all claims, demands, actions, suits, proceedings, judgments, decrees, debts, liabilities, costs, fees and expenses of any kind whatsoever, including reasonable attorneys' fees and costs, which result from a breach of any of the obligations, agreements, representations, warranties or covenants made by Assignor in this Agreement, including without limitation any law suit or proceeding related to the infringement of Assignee upon the intellectual property rights any other party in connection with the Assignee's use of the Intellectual Property, or the Assignor's failure to obtain any necessary consents prior to assigning the Intellectual Property to the Assignee.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (excluding conflicts of law rules).

[Signature Page Follows]

Executed this 28 day of January, 2021.

ASSIGNOR:


Next Level Athletics LLC

By:   
Name: Kevin Gundersen  
Title: Member

By:   
Name: Justin Maloesian  
Title: Member

ASSIGNEE:

SCS Direct, Inc.

By:   
Name: Howard Greenspan  
Title: President