

05-24-2002



SHEET

102102797

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies): 5-9-02

Amerifit, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Connecticut

☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ yes ☐ no

2. Name and address of receiving party(ies):

Name: 40 J's LLC

Internal Address: _____

Street Address: 110 Stanbery Ridge

City: Ft. Thomas State: Kentucky Zip: 41075

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation-State Kentucky

☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ yes ☐ no

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ yes ☐ no

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: May 7, 2002

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

2,410,436

Additional numbers attached? ☐ yes ☐ no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patricia B. Hogan

Internal Address: Keating, Muething & Klekamp, P.L.L.

Street Address: 1400 Provident Tower, One E. 4th Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patricia B. Hogan
Name of Person Signing

Patricia B. Hogan
Signature

5/9/02
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: _____

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TRADEMARK
REEL: 002513 FRAME: 0269

ASSIGNMENT

This Assignment is effective as of this 7th day of May, 2002 from Amerifit, Inc., a Connecticut corporation located at 166 Highland Park Drive, Bloomfield, Connecticut 06002 ("Assignor") and 40 J's LLC, a limited liability company organized under the laws of the State of Kentucky with an address at 110 Stanbery Ridge, Ft. Thomas, Kentucky 41075 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title and interest in and to the trademark SENSUA for "dietary and nutritional supplements;"

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademark;

NOW, THEREFORE, for payment of \$3,000, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. The trademark SENSUA, U.S. Registration No. 2,410,436, with the goodwill of Assignor's business appertaining to the SENSUA mark.
2. Any and all other rights, privileges and priorities of the Assignor provided under United States state or foreign law with respect to the trademark SENSUA, including without limitation, common law rights and rights under the laws of unfair competition.
3. Any and all rights to obtain renewals or registration or other legal protections pertaining to the trademark SENSUA.

This Assignment relates only to rights of trademark ownership and usage. Assignee specifically does not assume any liabilities related to any SENSUA products of Assignor, whether such liabilities sound in contract or in tort.

Assignor represents that it is not aware of any actions or claims pending or threatened against the SENSUA trademark.

Assignor shall, without further consideration, comply with a reasonable request of Assignee, at Assignee's expense, to execute promptly any additional documents and to cooperate promptly with assignee and at assignee's expense in any further action in which assignee becomes involved to protect, secure and vest good, valid and marketable title to the SENSUA trademark in Assignee and to record this Assignment with all appropriate authorities.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 7th day of May, 2002.

Amerifit, Inc.

By: _____

David Belaga

Its: _____

VP - Marketing

Sworn to before me and subscribed in my presence this 7th day of May, 2002 by David Belaga.

Lisa Snyder

Notary Public

LISA SNYDER

NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 31, 2006

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