

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Punch, Inc.		02/15/2013	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Spri Products, Inc.		
Street Address:	1769 Northwind Boulevard		
City:	Libertyville		
State/Country:	ILLINOIS		
Postal Code:	60048		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3580419	FOLLOW NO ONE	
CORRESPONDENCE DATA			
Fax Number:	3127595646		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	trademarks-ch@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	PO Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	28022-100		
NAME OF SUBMITTER:	Thomas J. Donovan		
Signature:	/tjdonovan/		
Date:	02/22/2013		
Total Attachments: 1 source=FOLLOW NO ONE#page1.tif			

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ASSIGNMENT AGREEMENT

This Assignment Agreement is effective as of February 14, 2013, by and between Punch, Inc., 126 Roger Williams Avenue, Rumford, RI 02916 ("Assignor"), and Spri Products, Inc., 1769 Northwind Boulevard, Libertyville, IL 60048 ("Assignee").

WHEREAS, Assignor represents and warrants it is the owner of the trademark FOLLOW NO ONE in connection with health club services, physical fitness instruction, and conducting classes relating to physical fitness and U.S. Trademark Registration No. 3,580,419 therefor (individually and collectively, the "Registered Mark"); and

WHEREAS, Assignee is desirous of obtaining, and Assignor desires to assign to Assignee, all of Assignor's rights to the Registered Mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. Assignor hereby assigns to Assignee Assignor's entire right, title and interest in and to the Registered Mark, together with all common law rights related thereto, with the goodwill of the business in which the Registered Mark is used and with all past, present and future claims for damages by reason of infringement, with the right to sue for and collect the same for Assignee's own use and on behalf and for the use of Assignee's successors and assigns.

2. Assignor agrees to cease all use of the mark FOLLOW NO ONE by May 31, 2013.

3. In consideration of the foregoing, Assignee shall pay Assignor \$ [REDACTED] within two weeks of the ~~by 15/2013~~ signature set forth below.

02/15/2013


4. This Agreement will be construed in accordance with, and governed in all respects by the laws of the State of Illinois.

Intending to be legally bound, the parties execute this Assignment Agreement effective as of the date first written above.

02/15/2013

PUNCH, INC.

SPRI PRODUCTS, INC.

By: 
President

By: 

Title: _____
02/15/2013

Title: PRESIDENT & CEO

Date: _____

Date: 2-18-13

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