

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
Camp Gladiator, Inc.		10/23/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	CG NATION, L.L.C.		
Street Address:	9185 Research Boulevard		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78758		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4101322	CG CAMP GLADIATOR	
CORRESPONDENCE DATA			
Fax Number:	5123912173		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	512.236.2304		
Email:	enicolasipdocket@jw.com		
Correspondent Name:	JACKSON WALKER L.L.P.		
Address Line 1:	100 Congress Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	140033.00003		
NAME OF SUBMITTER:	Mindy Mayer		
Signature:	/mindy mayer/		

CH \$40.00 4101322

Date:

11/11/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is by and between Camp Gladiator, Inc. ("Assignor" or "Licensee") and CG Nation, L.L.C. ("Assignee" or "Licensor").

WHEREAS, Assignor has adopted, owns and is using, and has acquired valuable trademark rights and goodwill in, the mark CG CAMP GLADIATOR (as a word mark and all stylized versions thereof) in connection with "Conducting outdoor 'boot camp' type fitness classes; Providing outdoor instruction in the field of physical exercise; Outdoor personal fitness training services featuring aerobic and anaerobic activities combined with resistance and flexibility training; Outdoor physical fitness conditioning classes; Outdoor physical fitness instruction; Providing outdoor exercise classes, body sculpting classes, and group fitness classes; Outdoor physical fitness training of individuals and groups; Outdoor sport camps; Outdoor sports instruction services; Outdoor sports training services" (the "Mark");

WHEREAS, in connection with the Mark, Assignor owns a valid and subsisting federal trademark registration on the Principal Register, namely, U.S. Registration No. 4,101,322 (registered February 21, 2012, and amended May 29, 2012) (the "Registration"); and

WHEREAS, Assignor desires to assign to Assignee all rights, titles, interests and goodwill in and to the Mark and the Registration, and Assignee desires to acquire the same;

NOW, THEREFORE, in consideration for the premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree to the following:

1. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee any and all rights, titles, interests in and to the Mark, the Registration and the goodwill symbolized by the Mark and any part and registration thereof (together with any and all international, federal, state and local rights therein, as well as any and all registrations and applications for such assigned rights, any and all renewals and extensions of such assigned rights, any and all rights to register, protect and enforce such assigned rights, any and all rights to sue and recover, in law and in equity, for all past, present, and future violations of such assigned rights, and any and all other rights of every kind and nature whatsoever arising from or in connection with such assigned rights), effective immediately.

2. Licensor grants Licensee the non-exclusive, non-transferable, limited, royalty-free and freely revocable right on a gratis (or without charge) basis to use the Mark solely in connection with Licensee's business activities, as those business activities are made known to Licensor from time to time (the "Activities"), provided that (a) nothing herein shall restrict or prevent Licensor from prohibiting Licensee's use of the Mark in connection with the Activities or any portions thereof that Licensor may disapprove of from time to time for any reason or no reason, or from using, licensing or otherwise exploiting the Mark in any manner, medium or form, whether now known or hereinafter devised, (b) the nature and quality of the Activities, as made, produced, provided, distributed, marketed, sold, licensed, exploited, and otherwise conducted by Licensee under the Mark, shall conform to those reasonable standards set by

Licensor and made known to Licensee, (c) Licensor shall have the unencumbered right to inspect all of Licensee's uses of the Mark, and (d) Licensee shall only use the Marks in the form and manner approved by Licensor and with appropriate, but reasonable, legends and legal notices (e.g., "®", "TM").

3. No type of fiduciary relationship, agency relationship, employer-employee relationship, independent contractor, joint venture, or partnership between the parties hereto has or will be created by this Trademark Assignment.

4. This Trademark Assignment shall be governed, interpreted and enforced in accordance with Texas state and federal law, regardless of any conflicts of law analysis.

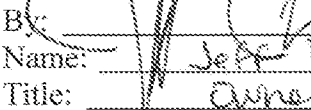
5. If any term or condition of this Trademark Assignment is held invalid or unenforceable by a court of appropriate jurisdiction, then the remaining terms and conditions shall not be affected, and the invalidated or unenforceable term shall be reformed to greatest extent possible under the law to reflect the intent of the parties hereto.

6. This Trademark Assignment cannot be modified, amended, released or waived, in whole or in part, except in a writing signed by both parties hereto.

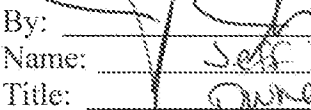
7. This Trademark Assignment sets forth the entire agreement between the parties hereto relative to the subject matter hereof; and shall inure to the benefit of and be binding upon the parties hereto and their respective affiliates, successors, and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as follows:

CAMP GLADIATOR, INC.

By: 
Name: Jeff Davidson
Title: Owner

CG NATION, L.L.C.

By: 
Name: Jeff Davidson
Title: Owner