

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318783

<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>
Lifeline International, Inc.		08/23/2013	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pivotal 5, LLC		
<b>Street Address:</b>	315 N. Racine Avenue		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3339826	LIFELINE USA	
<b>Registration Number:</b>	3359586	TRAIN-STATION	
<b>Registration Number:</b>	3404280	LIFELINE	
<b>Registration Number:</b>	3894973	JUNGLE GYM	
<b>Registration Number:</b>	3905261	PORTABLE POWER JUMPER	
<b>Registration Number:</b>	3905274	LIFELINEUSA CHEST EXPANDER	
<b>Registration Number:</b>	3905275	LIFELINEUSA EXCHANGE HANDLE SYSTEM	
<b>Registration Number:</b>	3954908	LIFELINEUSA POWER WHEEL	
<b>Registration Number:</b>	3908860	LIFELINEUSA WEIGHTED SPEED ROPE	
<b>Registration Number:</b>	3955682	PULLUP REVOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124276663		
<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>	(312) 427-1300		
<b>Email:</b>	chiustm@ladas.net		
<b>Correspondent Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	224 South Michigan Avenue		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		

CH \$265.00 3339826

<b>ATTORNEY DOCKET NUMBER:</b>	PIVOTAL/CHRIS
<b>NAME OF SUBMITTER:</b>	HERMINE VALIZADEH
<b>SIGNATURE:</b>	/HERMINE VALIZADEH/
<b>DATE SIGNED:</b>	10/02/2014
<b>Total Attachments: 5</b> source=PIVOTAL 5#page1.tif source=PIVOTAL 5#page2.tif source=PIVOTAL 5#page3.tif source=PIVOTAL 5#page4.tif source=PIVOTAL 5#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of August 23, 2013, is made by and between Pivotal 5, LLC, a Delaware limited liability company (the "Purchaser"), and Lifeline International, Inc., a Wisconsin corporation (the "Seller").

WHEREAS, the Seller, Robert S. Hinds, an individual residing in Wisconsin, Jon Hinds, an individual residing in Wisconsin, Jef Hinds, an individual residing in Wisconsin, and the Purchaser are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement), pursuant to which, among other things, the Seller has agreed to sell, transfer, assign and convey (or cause to be sold, transferred, assigned and conveyed) to the Purchaser, and the Purchaser has agreed to purchase and acquire from the Seller, all of the Seller's right, title and interest in and to the Acquired Assets, including the Purchased Intellectual Property;

WHEREAS, Assignors are the owners of all right, title and interest in and to the Purchased Intellectual Property, including the Technology, Intellectual Property and Intellectual Property Rights listed on Schedule A;

WHEREAS, the execution and delivery of this Agreement by the Seller and the Purchaser is a condition to the obligations of the parties to the Purchase Agreement to consummate the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. Transfer of Purchased Intellectual Property. Effective as of the Closing, the Seller does hereby sell, transfer, assign, convey and deliver to the Purchaser all of the Seller's right, title and interest in and to the Purchased Intellectual Property, free and clear of all Liens, and the Purchaser does hereby accept the sale, transfer, assignment, conveyance and delivery of all of the Seller's right, title and interest in and to the Purchased Intellectual Property, including, but not limited to the Technology, Intellectual Property and Intellectual Property Rights listed on Schedule A. The Purchaser is to hold all right, title and interest in and to the Purchased Intellectual Property as fully and exclusively as it would have been held and enjoyed by the Seller had the assignment in this Section 1 not been made. The Seller shall not contest the Purchaser's ownership of the Purchased Intellectual Property, including in any claim, action, arbitration, suit, inquiry or proceeding.

2. Further Actions. The Seller hereby further covenants and agrees that it will, without additional consideration, communicate to the Purchaser, its successors, legal representatives and assigns, any facts known to each respecting the Purchased Intellectual Property, take such further actions, make all rightful oaths, execute promptly such further

documents, including for any continuing, reissue, or foreign application, as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Purchased Intellectual Property in the Purchaser or its successors, legal representatives, and assigns in all countries.

3. Authorization. The Seller hereby authorizes the Purchaser to request the relevant government entity or agency to record the Purchaser as the assignee and owner of the entire right, title and interest in and to each of the Purchased Intellectual Property, for the sole use and enjoyment of the Purchaser, its successors, assigns and other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

4. Miscellaneous.

(a) Except as otherwise provided in the Purchase Agreement, the respective rights and obligations of the parties hereto shall not be assignable without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

(c) This Agreement may not be amended or modified except in a writing signed by the parties hereto.

(d) This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Illinois without reference to such state's principles of conflicts of law.

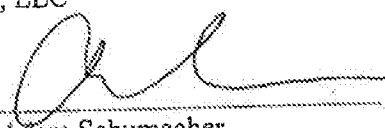
(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Bill of Sale, Assignment and Assumption Agreement as of the date first above written.

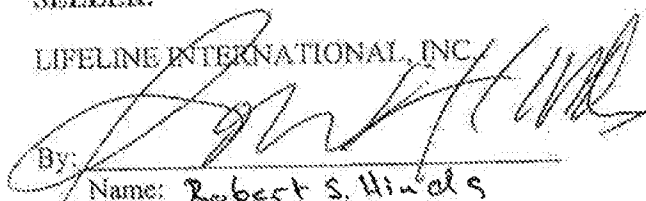
**PURCHASER:**

PIVOTAL 5, LLC

By:   
Name: Adam Schumacher  
Title: Chief Executive Officer

**SELLER:**

LIFELINE INTERNATIONAL, INC.

By:   
Name: Robert S. Hinds  
Title: President

**TRADEMARKS**

Trademark	Reg. No.	Country	Class	Goods/Services	Owner	Next Action Due
LIFELINE USA	3,339,826	USA	028	Physical exercise equipment consisting of elastic and inelastic pulling apparatus, jump ropes, chin-up apparatus, hand-held twistable cylinders, medicine balls and medicine ball storage frames, and exercise pedal wheels	Lifeline International, Inc.	SECTION 8 & 15 DECLARATION OF USE DUE 11/20/2013
			041	Provision of information in the field of exercise training, namely, training instructions for use of physical exercise equipment		
TRAIN-STATION	3,359,585	USA	028	Exercise kits consisting of handgrips, exercise bars, stretchable cord and other physical exercise equipment, namely, foot engagement grips, interconnectors for strapped grips and stretchable cords, and strap length adjusting buckles	Lifeline International, Inc.	SECTION 8 & 15 DECLARATION OF USE DUE 12/25/2013
LIFELINE	3,404,280	USA	028	Physical exercise equipment consisting of elastic and inelastic pulling apparatus, jump ropes, chin-up apparatus, hand held twistable cylinders, medicine balls and medicine ball storage frames and exercise pedal wheels	Lifeline International, Inc.	Section 8 & 15 Declaration of Use due 04/01/2014
			041	Provision of instruction in the field of exercise training, namely, training instructions for use of physical exercise equipment		
JUNGLE GYM	3,894,973	USA	028	Exercise equipment, namely, lifting straps with handles, door-mounted straps with handles, handles to be tethered to doors for use in lifting, pulling, and pushing exercises	Lifeline International, Inc.	Section 8 & 15 Declaration of Use due 12/21/2016
PORTABLE POWER JUMPER	3,905,261	USA	028	Manually operated exercise equipment, namely, resistance cables, stretchable cords, straps and bands for attachment to cables and cords	Lifeline International, Inc.	Section 8 & 15 declaration of Use due 01/11/2017
LIFELINE USA CHEST EXPANDER	3,905,274	USA	028	Exercise equipment, namely, chest expanders, resistance cables, stretchable cords, handles for attachment to cables and cords	Lifeline International, Inc.	Section 8 & 15 Declaration of Use due 01/11/2017
LIFELINE USA EXCHANGE HANDLE SYSTEM	3,905,275	USA	028	Exercise equipment, namely, resistance cables, stretchable cords, handles for attachment to cables and cords	Lifeline International, Inc.	Section 8 & 15 Declaration of Use due 01/11/2017
LIFELINE USA POWER WHEEL	3,954,908	USA	028	Exercise equipment, namely, manually operated exercise wheels and ab wheels comprised of wheels with handles and/or foot straps for use in athletic training, core strength training, physical fitness conditioning, and upper and lower body exercise	Lifeline International, Inc.	Section 8 & 15 Declaration of Use due 05/05/2017
LIFELINE USA WEIGHTED SPEED ROPE	3,908,860	USA	028	Exercise equipment, namely, jump ropes	Lifeline International, Inc.	Section 8 & 15 Declaration of Use due 01/18/2017

TRADEMARKS

Trademark	Reg. No.	Country	Class	Goods/Services	Owner	Next Action Due
PULLUP REVOLUTION	3,955,682	USA	028	Exercise equipment, namely, resistance cables, stretchable cords, and straps and bands for attachment to cables and cords, exercise device with straps and elastic cables and cords for assisting a user in the performance of pull-ups	Lifeline International, Inc.	Section 8 & 15 Declaration of Use due 05/03/2017

TRADEMARK

REEL: 005373 FRAME: 0301

RECORDED: 10/02/2014