

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Body By Jake Enterprises, Inc.		12/23/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Body By Jake Global, LLC		
Street Address:	1925 Century Park East, Suite 2050		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1486704	DON'T QUIT	
Registration Number:	1373726	BODY BY JAKE	
Registration Number:	1877452	BODY BY JAKE	
Registration Number:	3880381	BODY BY JAKE	
Registration Number:	3938573	THERE'S ONLY ONE BODY BY	
Registration Number:	3868011	DON'T QUIT!	
Registration Number:	3880382	DON'T QUIT!	
Serial Number:	86313859	DON'T QUIT	
Serial Number:	86313829	DON'T QUIT MUSIC	
CORRESPONDENCE DATA			
Fax Number:	3105564617		
<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>			
Phone:	3105561956		
Email:	mmartin@fpllaw.com		
Correspondent Name:	Michael P. Martin		
Address Line 1:	1925 Century Park East, Suite 2050		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Michael P. Martin		

OP \$240.00 1486704

SIGNATURE:	/Michael P. Martin/
DATE SIGNED:	02/05/2015
Total Attachments: 8 source=BBJE -w- BBJG - Purchase and Sale Agreement (FE) (00078232x9E9FB)#page1.tif source=BBJE -w- BBJG - Purchase and Sale Agreement (FE) (00078232x9E9FB)#page2.tif source=BBJE -w- BBJG - Purchase and Sale Agreement (FE) (00078232x9E9FB)#page3.tif source=BBJE -w- BBJG - Purchase and Sale Agreement (FE) (00078232x9E9FB)#page4.tif source=BBJE -w- BBJG - Purchase and Sale Agreement (FE) (00078232x9E9FB)#page5.tif source=BBJE -w- BBJG - Purchase and Sale Agreement (FE) (00078232x9E9FB)#page6.tif source=BBJE -w- BBJG - Purchase and Sale Agreement (FE) (00078232x9E9FB)#page7.tif source=BBJE -w- BBJG - Purchase and Sale Agreement (FE) (00078232x9E9FB)#page8.tif	

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") dated as of December 23, 2014, (the "Effective Date") is made by and between Body By Jake Enterprises, a California corporation (the "Seller") and Body By Jake Global, LLC, a Delaware limited liability company (the "Buyer").

WHEREAS, both the Seller and the Buyer are engaged in, among other things, the direct response marketing and licensing of products; and,

WHEREAS, the Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the assets and intellectual property of Seller and its Subsidiaries;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties mutually agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS

1.2 Purchase of Assets. Subject to the terms and conditions of this Agreement, Seller sells, assigns, transfers, and conveys to Buyer, and Buyer purchases, acquires and accepts from Seller all of Seller's right, title and interest in and to all of the assets of Seller, including, but not limited to contractual rights, intellectual property rights, patents, copyrights, trademarks, causes of action, claims and revenues derived therefrom, which shall include but shall not be limited to the trademarks and copyrights set forth on Schedule "1" hereto (collectively, the "Assets")

SECTION 2. COVENANTS AND OBLIGATIONS OF SELLER

2.1 Delivery. On the Effective Date, Seller shall promptly deliver the Assets to Buyer and Buyer will take title to the Assets.

2.2 Representations and Warranties. Seller warrants and represents that: (i) Seller has the full right and power to enter into this Agreement; (ii) the sale of the Assets as contemplated hereunder is not subject to any bulk sales law in the State of California; and (iii) there is no action, suit, claim, investigation or proceeding, whether in law or in equity, pending or threatened regarding any of the Assets. Buyer represents and warrants that it has the full right and power to enter into this Agreement. All of the foregoing notwithstanding, Seller hereby transfers its interest in the Assets on a quit-claim basis to Buyer, and Buyer acknowledges its purchase is made on such basis. Accordingly, Seller transfers its interest in the Acquired Assets to the full extent of its rights therein, but makes no representations or warranties as to its rights therein other than as specifically set forth in this agreement.

SECTION 3. PURCHASE PRICE. The purchase price for the Assets is One Thousand (\$1000.00) Dollars, payable in full immediately following the complete execution of this Agreement and the delivery of the Assets as provided hereunder.

SECTION 4. SURVIVAL; INDEMNITY.

4.1 Survival. All provisions of this Agreement will survive the consummation of the transactions contemplated by this Agreement.

4.2 Indemnification by Buyer. Buyer agrees to indemnify and hold harmless Seller from and against any claims, losses, liabilities, actions, damages, costs and expenses (including reasonable attorneys' fees) incurred by Seller arising out of or in connection with (a) a breach by Buyer of any of the representations, warranties, covenants or agreements made by Buyer in this Agreement; or (b) a claim by any third party arising out of Buyer's ownership, use or distribution (as applicable) of the Acquired Assets after the Effective Date, provided such claim is not subject to indemnification by Seller pursuant to paragraph 4.3 below.

4.3 Indemnification by Seller. Seller agrees to indemnify and hold Buyer and any of its affiliates, subsidiaries, directors, officers, employees, agents, successors, and assigns, harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred by Buyer arising out of or in connection with a breach by Seller of any of the representations, warranties, covenants or agreements made by Seller in this Agreement.

4.4 Indemnification Procedure. The party seeking indemnification shall give the indemnitor prompt written notice that sets forth with specificity the claim or action to which such indemnification obligation applies. The indemnitor shall have the right to control the defense of each such claim and any lawsuit or proceeding arising therefrom. In no event will the indemnitee settle any such claim or lawsuit without the prior written approval of the indemnitor.

SECTION 5. MISCELLANEOUS

5.1 Expenses. Each party will bear its own expenses incident to the negotiation, preparation, authorization and consummation of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of its counsel and accountants.

5.2 Notices. All notices, claims and other communications hereunder will be in writing and will be made by hand delivery, registered or certified mail (postage prepaid, return receipt requested), facsimile or overnight air courier guaranteeing next-day delivery:

- (a) If to Seller, to:
Body By Jake Enterprises.
c/o Lederman, Zeidler & Gray
9107 Wilshire Blvd.
Suite 260
Beverly Hills, CA 90210

(b) If to Buyer, to:
Body By Jake Global, LLC
11611 San Vicente Blvd.
Suite 610
Los Angeles, CA 90049

or at such other address as any party may from time to time furnish to the other parties by a notice given in accordance with the provisions of this paragraph 5.2. All such notices and communications will be deemed to have been duly given at the time delivered by hand or facsimile; and upon receipt, if mailed or sent by an overnight air courier service.

5.3 Remedies Cumulative. Except as otherwise provided herein, each and all of the rights and remedies provided in this Agreement, and each and all of the rights and remedies allowed at law and in equity in like case, will be cumulative, and the exercise of one right or remedy will not be exclusive of the right to exercise or resort to any and all other rights or remedies provided in this Agreement or at law or in equity.

5.4 Governing Law. This Agreement will be governed by and construed and enforced in accordance with and subject to the internal laws and decisions of the state of California, regardless of its or any other jurisdiction's conflict of law provisions.

5.5 Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. To expedite the process of entering into this Agreement, the parties acknowledge that Transmitted Copies of the Agreement will be equivalent to original documents until such time as original documents are completely executed and delivered. "Transmitted Copies" means copies that are reproduced or transmitted via photocopy, facsimile, or other process of complete and accurate reproduction and transmission.

5.6 Waivers. No provision of this Agreement will be deemed waived by course of conduct, unless such waiver is in writing signed by the parties and stating specifically that it was intended to modify this Agreement.

5.7 Successors and Assigns. Seller may not assign this Agreement or any of its rights or obligations hereunder to any third party without Buyer's prior written consent. Any attempt by Seller to assign this Agreement without Buyer's consent shall be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their proper respective successors and assigns.

5.8 Further Assurances. Each party will, at the request of any other party hereto from time to time, execute and deliver such other assignments, transfers, conveyances and other instruments and documents, and perform such other acts and things as may be reasonably necessary or desirable for effecting complete consummation of this Agreement and the transactions contemplated hereby.

5.9 Severability. If any term or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remainder of this Agreement will continue in full force

and effect, provided that such continuation would not materially alter the terms hereof or materially diminish the benefits or materially increase the burdens of this Agreement for any party.

5.10 Entire Agreement. This Agreement, constitutes the entire agreement among the parties concerning the subject matter hereof, supersedes all other agreements and understandings, whether oral or written, and may not be changed, modified, altered or terminated except by an agreement in writing executed by the parties hereto.

5.11 Waiver of Conflict. The parties hereto acknowledge that Robert H. Lieberman, Esq. and the law firm of Fischbach, Perlstein, Lieberman & Almond, LLP ("Lieberman") has represented the parties hereto in various legal matters and agreements and is representing the parties hereto solely in the drafting of this agreement at the specific request of each party. It is further acknowledged by the parties hereto that the terms and conditions of this agreement have been independently negotiated by the parties directly. The parties hereto expressly acknowledge that Lieberman has advised the parties hereto of the conflict of interest in representing each party hereto, that Lieberman has advised the parties hereto to engage independent legal counsel to draft, negotiate and review this agreement for each party, and that each party has declined to engage such independent counsel. The parties hereby consent to Lieberman's representation of each party to this agreement, and each party hereby expressly waives, and hereby irrevocably releases Lieberman from, any claim of conflict of interest.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

"Seller"

"Buyer"

BODY BY JAKE ENTERPRISES

BODY BY JAKE GLOBAL, LLC

By: 

Its: Pres.

By: 

Its: Pres

Schedule "1"
To Purchase and Sale Agreement
between
Body By Jake Enterprises
and
Body By Jake Global, LLC

TRADEMARKS

United States Trademark Registrations:

BODY BY JAKE
Registration No.: 1,373,726
Goods and Services: Classes 16, 20, 25 and 41

BODY BY JAKE
Registration No. 1,877,452
Goods and Services: Classes 9 and 28

DON'T QUIT
Registration No. 1,486,704
Goods and Services: Classes 9, 16 and 25

THERE'S ONLY ONE BODY BY
Registration No. 3,938,573
Goods and Services: Classes 9, 28, 41, 44 and 45

DON'T QUIT
Registration No. 3,868,011
Goods and Services: Classes 16, 25 and 35

DON'T QUIT (Stylized Logo)
Registration No. 3,880,382
Goods and Services: Classes 16 and 25 and 35

BODY BY JAKE (Stylized Logo)
Registration No. 3,880,381
Goods and Services: Classes 9, 25, 28, 41, 44 and 45

United States Trademark Applications:

DON'T QUIT
Serial No. 86313859
Goods and Services: Class 9

DON'T QUIT MUSIC
Serial No. 86313829
Goods and Services: Class 9

Foreign Trademark Registrations:

BODY BY JAKE
Registration No. 704631
Country: Australia
Goods and Services: Class 28

BODY BY JAKE
Registration No. TMA484049
Country: Canada
Goods and Services: Classes 9, 16, 25, 28 and 41

BODY BY JAKE
Registration No. 1070192
Country: China
Goods and Services: Class 28

BODY BY JAKE
Registration No. 134,759
Country: European Union
Goods and Services: Class 28

BODY BY JAKE
Registration No. 12267/97
Country: Hong Kong
Goods and Services: Class 28

BODY BY JAKE
Registration No. 4084089
Country: Japan
Goods and Services: Class 28

BODY BY JAKE
Registration No. 375457
Country: South Korea
Goods and Services: Class 28

BODY BY JAKE
Registration No. 585805
Country: Mexico
Goods and Services: Class 28

BODY BY JAKE
Registration No. 8259962
Country: New Zealand
Goods and Services: Class 28

BODY BY JAKE
Registration No. 180854
Country: Norway
Goods and Services: Class 28

BODY BY JAKE
Registration No. T96/2500/D
Country: Singapore
Goods and Services: Class 28

BODY BY JAKE
Registration No. 440949
Country: Switzerland
Goods and Services: Class 28

BODY BY JAKE
Registration No. 1073774
Country: Turkey
Goods and Services: 9 and 28

BODY BY JAKE
Registration No.: 1,373,726
Goods and Services: Classes 16, 20, 25 and 41

BODY BY JAKE
Registration No. 1,877,452
Goods and Services: Classes 9 and 28

BODY BY JAKE TOTAL BODY TRAINER
Registration No. 2,848,325
Goods and Services: Class 28

China Customs Recordations:
BODY BY JAKE
Registration No. 1070192
Goods: Class 28

U.S. COPYRIGHTS

Body by Jake : episode ti, Strength training 101 for women	PA0001237954	2002
Get strong / Jake Steinfeld	TX0005487603	2002
Power living by Jake : eleven lessons to change your life	TX0004814297	1997
Total body trainer— eat to win menu designer	TX0006160888	2002
Total body trainer--personal profiler	TX0006160889	2002
Total body trainer – start here: step-by-step workout and assembly instructions.	PA0001278228	2002
Total body trainer--workout guide.	TX0006160890	2002