

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOGyms, LLC		04/07/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	ABG Tapout, LLC		
Street Address:	100 West 33rd St. Suite 1007		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86452939	TAPOUT FITNESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6178723736		
Email:	BenCrosbie5@gmail.com		
Correspondent Name:	Ben Crosbie		
Address Line 1:	1640 Powers Ferry Rd		
Address Line 4:	Marietta, GEORGIA 30067		
NAME OF SUBMITTER:	Ben Crosbie, President TOGyms, LLC		
SIGNATURE:	/ben crosbie/		
DATE SIGNED:	04/28/2015		
Total Attachments: 4			
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OP \$40.00 86452939

TRADEMARK

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this 27th day of April, 2015 by and between TOGyms, LLC, a Delaware limited liability company having a business address at 1640 Powers Ferry Road S.E., Bldg. 19-200, Marietta, Georgia 30067 ("Assignor"), and ABG TapouT, LLC, a Delaware limited liability company having a business address at 100 West 33rd Street, Suite 1007, New York, New York 10001, United States of America ("Assignee"). Assignor and Assignee are sometimes hereinafter collectively referred to as the "Parties," or individually as a "Party."

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A hereto that are registered, or for which an application has been filed and is pending, including as listed on Schedule A hereto, together with the goodwill associated with any of the foregoing and all registrations, applications for registration, renewals and extensions of any of the foregoing (the "Assigned Trademarks").

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

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee (i) all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks; (ii) all claims, causes of action and other legal rights and remedies, whether or not known as of the date hereof, relating to the ownership of the Assigned Trademarks; and (iii) all other rights of any kind whatsoever of Assignor or any of its affiliates accruing under or pertaining to any of the foregoing. The foregoing assignment includes the exclusive rights to (a) apply for and maintain all registrations and renewals of the Assigned Trademarks, (b) bring actions or otherwise recover for infringements, dilutions or other violations thereof, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements, dilutions and other violations of the Assigned Trademarks, and (c) file documents reflecting changes of corporate name or form.
2. Acknowledgement. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks and the related rights set forth in Section 1 of this Assignment.
3. Further Assurances. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Agreement and to consummate the actions contemplated hereby,

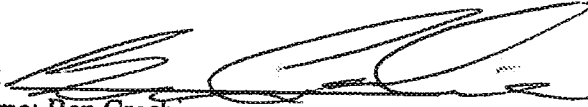
including the execution of any assignment agreement as may be necessary to effectuate, confirm and/or record the assignment granted herein with any applicable government entity.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns.
5. Governing Law. This Agreement, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Agreement, or the negotiation, execution or performance of this Agreement (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter this Agreement), shall be governed by, and construed in accordance with, the laws of New York, United States of America without regard to conflict of law principles thereof.
6. Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement. This Agreement shall become effective when, and only when, each Party has received a counterpart signed by the other Party.

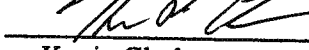
[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

TOGyms, LLC

By: 
Name: Ben Crosbie
Title: President

ABG TapouT, LLC

By: 
Name: Kevin Clarke
Title: Chief Financial Officer

**SCHEDULE A
ASSIGNED TRADEMARKS**

TRADEMARK	COUNTRY	SERIAL NUMBER	APPLICATION DATE
TAPOUT FITNESS	UNITED STATES	86452939	11/13/2014