

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew Thornton		11/23/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TitanUp Fitness, Inc.		
Doing Business As:	TitanUp Fitness		
Street Address:	102 6th Avenue North		
Internal Address:	Unit 13		
City:	Jacksonville Beach		
State/Country:	FLORIDA		
Postal Code:	32250		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86698136	TITAN UP 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:	904-514-9948		
Email:	meridiantrainerpv@gmail.com		
Correspondent Name:	Matthew Thornton		
Address Line 1:	12239 Wynnfield Lakes Circle		
Address Line 4:	Jacksonville, FLORIDA 32246		
NAME OF SUBMITTER:	Matthew Thornton		
SIGNATURE:	/mt/		
DATE SIGNED:	12/01/2015		
Total Attachments: 26			
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IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO.: 16-2015-CA-005637
DIVISION: CV-D

ANDREW DECKER and MARK MCCRARY,
individually, and ANDREW DECKER and
MARK MCCRARY, on behalf of TITANUP
FITNESS, INC., a Florida corporation,

Plaintiffs,

v.

MATTHEW THORNTON,

Defendant.

...../

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into this ____ day of November, 2015, by and among Plaintiffs, ANDREW DECKER ("Decker") and MARK MCCRARY ("McCrary"), individually, and Decker and McCrary, on behalf of TITANUP FITNESS, INC. ("TitanUp"), a Florida corporation, and Defendant, MATTHEW THORNTON, ("Thornton") (Decker, McCrary, TitanUp and Thornton are collectively referred to herein as the "Parties").

Recitals

WHEREAS, Decker, McCrary and Thornton are equal shareholders of TitanUp; and

WHEREAS, Decker, McCrary and Thornton have been involved in several disputes regarding the operation of TitanUp;

WHEREAS, the Parties have asserted various claims against each other, some of which are detailed in the pleadings of the above-styled action (the "Litigation");

WHEREAS, the Parties have reached an amicable and satisfactory resolution of all of their disputes with each other and all claims that have been and could have been made by any and all of the Parties in the Litigation, and desire to enter into this Agreement to fully and completely document the resolution of such claims.

WHEREFORE, in consideration of the mutual promises, covenants and obligations set forth herein, and other good and valuable consideration, the sufficiency of which is consented to by Decker, McCrary, TitanUp and Thornton, the Parties agree as follows:

Specific Conditions

1. Recitals. The foregoing Recitals are true, correct and by this reference incorporated herein and made a part hereof.
2. Effective Date. The date on which this Agreement has become fully-executed by the Parties shall be the "Effective Date."
3. Payment. Immediately upon full execution and delivery of: (i) this Agreement; (ii) the assignment of stock attached hereto and by this reference made a part hereof as Exhibit "A" ("Assignment of Stock"); and (iii) the intellectual property agreement entitled "Intellectual Property Assignment and Settlement Agreement," which is attached hereto and by this reference made a part hereof as Exhibit "B" ("Intellectual Property Agreement"), McCrary shall deliver to Thornton in good and sufficient funds the total sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) (the "Settlement Funds").
4. Dismissal With Prejudice. On or before ten (10) days after the Effective Date, Decker, McCrary and TitanUp shall file a voluntary notice of dismissal of the Litigation with Prejudice.

5. Release of Thornton. For and in consideration of the terms and conditions of this Agreement, and conditioned on the material accuracy of Thornton's representations and warranties contained in the Intellectual Property Agreement and Thornton's performance thereunder, Decker, McCrary and TitanUp hereby and by these presents, for themselves, their successors and assigns, hereby fully acquit, release and forever discharge Thornton, Thornton's unincorporated business ventures, and their officers, directors, agents and employees, of and from any and all claims, demands, damages, both compensatory and punitive, costs, expenses, attorney's fees, judgments, actions or causes of action, whether arising at law or in equity by contract, tort, or statute, whether known or unknown, of any nature whatsoever, which Decker, McCrary or TitanUp ever had, now has, or which any one or all of them may have against Thornton arising out of, derivative of, related to or attributable to any action, inaction, omission, breach, violation, offense, liability or wrongdoing that occurred at any time from the beginning of the World through and including the date of this Agreement, including without limitation all claims that were and could have been asserted by Decker, McCrary or TitanUp in the Litigation; however, Thornton is not released from his obligations, promises and covenants set forth in this Agreement and the Intellectual Property Agreement.

6. Release of Decker, McCrary and TitanUp. For and in consideration of the terms and conditions of this Agreement, Thornton hereby and by these presents, for himself, his successors and assigns, and his unincorporated business ventures, hereby fully acquits, releases and forever discharges Decker, McCrary, TitanUp, and TitanUp's present and former shareholders, officers, directors, agents and employees, of and from any and all claims, demands, damages, both compensatory and punitive, costs, expenses, attorney's fees, judgments, actions or causes of action, whether arising at law or in equity by contract, tort, or statute, whether known

or unknown, of any nature whatsoever, which Thornton or his unincorporated business ventures ever had, now has, or which any one or all of them may have against Decker, McCrary or TitanUp arising out of, derivative of, related to or attributable to any action, inaction, omission, breach, violation, offense, liability or wrongdoing that occurred at any time from the beginning of the World through and including the date of this Agreement, including without limitation all claims that were and could have been asserted by Thornton in the Litigation; however, Decker, McCrary and TitanUp are not released from their obligations, promises and covenants set forth in this Agreement and the Intellectual Property Agreement.

7. Thornton's Acknowledgement of Current Ownership Right, Title and Interest in TitanUp Fitness, Inc. By execution of this Agreement, Thornton acknowledges and agrees that he owns only a 1/3 interest in TitanUp Fitness, Inc., and only 1/3 of the total shares of TitanUp Fitness, Inc. as of the date of this Agreement. Thornton hereby waives any and all known or unknown right, title and interest to any more than 1/3 of TitanUp Fitness, Inc.

8. Thornton's Transfer of His Right, Title and Interest in TitanUp Fitness, Inc. to TitanUp Fitness, Inc. As part of the consideration for this Agreement, Thornton agrees to transfer to TitanUp Fitness, Inc., his entire right, title and ownership interest in TitanUp Fitness, Inc. (1/3 of the corporation), and that TitanUp Fitness, Inc. shall not be required to make any additional consideration to Thornton (other than the consideration specifically set forth in this Agreement) for such redemption of Thornton's right, title and interest in the corporation. It is the intent of this provision that following execution of this Agreement and its attachments, Thornton will no longer hold any interests in TitanUp Fitness, Inc., and thereafter Decker and McCrary will be the sole remaining shareholders of TitanUp Fitness, Inc.

Concurrent with execution and delivery of this Agreement, Thornton shall execute and deliver to TitanUp Fitness, Inc. the Assignment of Stock attached hereto as Exhibit "A". On the Effective Date, for the purposes of effectuating this Agreement, Thornton sells, grants, assigns, transfers and conveys any and all of his shares in TitanUp Fitness, Inc., and any and all other right, title and interest in TitanUp Fitness, Inc., unto TitanUp Fitness, Inc., and its successors and assigns, forever.

Thornton represents and warrants that his shares and any and all other right, title and interest in TitanUp Fitness, Inc. are unencumbered and have not been pledged as collateral.

For purposes of IRS reporting, Thornton hereby authorizes TitanUp Fitness, Inc. to determine the value of his right, title and interest in TitanUp Fitness, Inc., which is being transferred to TitanUp Fitness, Inc. by this provision.

8. Execution of Intellectual Property Agreement. Concurrent with the execution and delivery of this Agreement, the Parties shall duly execute the Intellectual Property Agreement, attached as Exhibit "B".

9. Confidentiality. The terms of this Agreement are confidential and shall not be disclosed to anyone other than the Parties to this Agreement, except as required by court order, the Florida Rules of Civil Procedure or otherwise required by law, or permitted by this Agreement or by consent of the other Parties. Notwithstanding the preceding sentence, the Parties may disclose the terms of this Agreement to their attorneys and accountants as necessary in the regular course of business affairs.

10. Attorney's Fees, Costs & Expenses. In the event it shall become necessary for any Party to take action of any type whatsoever to enforce the terms of this Agreement or the Intellectual Property Agreement, the prevailing party shall be entitled to recover all reasonable

attorney's fees, costs, and expenses, incurred in connection with any such action, including without limitation pre-litigation attorneys' fees that are beneficial to the litigation, negotiations, mediations, arbitrations, trials, and appeals.

11. Miscellaneous Provisions.

(a) No Reliance. All of the Parties to this Agreement represent, covenant and agree that they have not relied upon any representations, statements, inducements, acts or omissions of any other Party (other than those which are included in the written terms of this Agreement) in entering into this Agreement.

(b) Construction. Each Party represents that it has reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafter, shall not apply to the interpretation of this Agreement.

(c) Advice of Counsel. In entering into this Agreement, each Party represents that it has relied upon, or had the opportunity to rely upon, the advice of an attorney of their own choice, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted.

(d) Counterparts. This Agreement may be executed in one or more counterparts and such execution of any one or more counterparts shall be equally sufficient as if made upon a single original of this Agreement. A facsimile signature shall be deemed effective as if it is an original.

(e) Time is of the Essence. Time is of the essence for performance of all obligations under this Agreement.

IN WITNESS WHEREOF, each of the undersigned, for itself and on behalf of its successors and assigns, and all other persons, firms and/or entities, represents and warrants that it

understands the consequences of this Agreement and freely and voluntarily and with knowledge enters into same herewith and hereby signs same on the date set forth below.

{SIGNATURES ON FOLLOWING TWO PAGES}

W MT
W N D

MATTHEW THORNTON

Matthew Thornton

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Matthew Thornton, who is personally known to me or who has produced Valid FL Drivers License as identification, and who executed the foregoing instrument.

Dated this 23 day of November, 2015.



NORMA E. LUCENT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158934
Expires 9/10/2018

Notary Public, State of Florida

Name: Norma E. Lucent

My Commission Expires: _____

My Commission Number is: _____

Norma E. Lucent
MT

Initials: *MT*

TRADEMARK

REEL: 005678 FRAME: 0512

ANDREW DECKER

[Handwritten signature of Andrew Decker]

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Andrew Decker, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument.

Dated this 23rd day of November, 2015.

Notary Public, State of Florida

Name: *Norma E. Lucent*

My Commission Expires: _____

My Commission Number is: _____



NORMA E. LUCENT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158934
Expires 9/10/2018

[Handwritten initials]
MT

Initials: *[Handwritten initials]*

TRADEMARK

MARK MCCRARY

[Handwritten signature of Mark McCrary]

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Mark McCrary, who is personally known to me or who has produced valid FL Drivers License as identification, and who executed the foregoing instrument.

Dated this 23 day of November, 2015.

Notary Public, State of Florida

Name: Norma E. Forest

My Commission Expires: _____

My Commission Number is: _____



NORMA E. LUCENT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158034
Expires 9/10/2018

W McC
MT

Initials: W M C

TRADEMARK

TITANUP FITNESS, INC.

[Handwritten signature]

By: Andrew Decker
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Andrew Decker, on behalf of and as President of TitanUp Fitness, Inc., who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument.

Dated this 23 day of November, 2015.



NORMA E. LUCENT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158834
Expires 9/10/2018

Notary Public, State of Florida

Name: *Norma E. Lucent*

My Commission Expires: _____

My Commission Number is: _____

mm
MT

Initials: *AD*

TRADEMARK

REEL: 005678 FRAME: 0515

EXHIBIT A

ASSIGNMENT OF STOCK

This ASSIGNMENT OF STOCK (this "Agreement") is made and entered into effective as of November 1, 2015 (the "Effective Date") by and among ANDREW DECKER ("Decker") and MARK MCCRARY ("McCrary"), individually, TITANUP FITNESS, INC. ("TitanUp"), a Florida corporation, and MATTHEW THORNTON, an individual, ("Thornton") (Decker, McCrary, TitanUp and Thornton are collectively referred to herein as the "Parties").

WHEREAS, Decker, McCrary and Thornton are equal shareholders of TitanUp;

WHEREAS, Thornton is the owner of 33.33% of the issued and outstanding shares of capital stock of TitanUp (the "Shares");

WHEREAS, the Shares constitute all of Thornton's right, title and ownership interest in and to Titan Up;

WHEREAS, Decker, McCrary and Thornton have been involved in several disputes regarding the operation of TitanUp;

WHEREAS, the Parties have reached an amicable and satisfactory resolution of all of their disputes with each other, and, simultaneously with the execution of this Agreement, will enter into a settlement agreement of even date herewith (the "Settlement Agreement");

WHEREAS, in furtherance of and in order to carry out the terms of the Settlement Agreement, Thornton agrees to sell, grant, assign, transfer, convey and deliver to TitanUp, the Shares.

Now, therefore, in consideration of One Dollar (\$1.00), the covenants and agreements set forth herein and in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Assignment and Assumption of Stock. Effective as of the Effective Date, Thornton hereby absolutely and unconditionally sells, grants, assigns, transfers, conveys and delivers the Shares to TitanUp, its successors and assigns, to have and to hold forever, together with all of Thornton's right, title and interest in TitanUp associated with Thornton's ownership of the Shares.

3. Additional Representations and Warranties. As a material inducement to TitanUp, Decker and McCrary to execute this Agreement and purchase the Shares, Thornton does hereby represent and warrant to TitanUp as follows:

(a) Thornton owns the Shares free and clear of any restrictions on transfer, taxes, encumbrances, options, warrants, purchase rights, contracts, commitments, claims or demands of any kind and has full power and authority to transfer the Shares to TitanUp, to enter into this Agreement and to perform his obligations hereunder.

Initials  TRADEMARK

REEL: 005678 FRAME: 0516

(b) The Shares represent all of the issued and outstanding capital stock of TitanUp owned by Thornton. The Shares have been duly authorized, are validly issued, fully paid, and non-assessable.

The foregoing representations and warranties are true and correct as of the date hereof, and no representation or warranty contains any untrue statement of a material fact or omits any material fact necessary to make the statements made herein not misleading.

4. Thornton hereby acknowledges and agrees that (i) this Agreement is being entered into in accordance with the terms of the Partnership Agreement of TitanUp dated as of April 17, 2015 (the "Shareholder's Agreement"); (ii) by executing this Agreement, Thornton is waiving any and all claims he may have that this Agreement does not comply with the requirements to transfer shares as set forth in the Shareholder's Agreement; (iii) by executing this Agreement, Thornton is waiving any conditions precedent in the Shareholder's Agreement to, and the application of any provision in the Shareholder's Agreement inconsistent with, the assignment of the Shares to TitanUp pursuant to this Agreement or the Settlement Agreement.

5. Further Assurances. Each party hereto agrees to execute any and all documents and instruments and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and to carry out the transactions contemplated hereby.

6. Modification. This Agreement shall not be modified or amended without the written consent of all of the parties hereto.


7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. No Party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written.

TITANUP FITNESS, INC.


By: Andrew Decker
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Andrew Decker, on behalf of and as President of TitanUp Fitness, Inc., who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument.

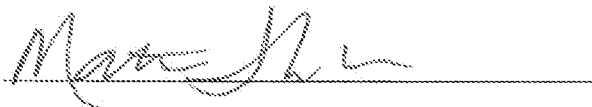
Dated this 23 day of November, 2015.



NORMA E. LUCENT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158934
Expires 9/10/2018

Notary Public, State of Florida
Name: Norma E. Lucent
My Commission Expires: _____
My Commission Number is: _____

MATTHEW THORNTON



STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Matthew Thornton, who is personally known to me or who has produced FL Drivers License as identification, and who executed the foregoing instrument.

Dated this 23 day of November, 2015.



NORMA E. LUCENT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158934
Expires 9/10/2018

Notary Public, State of Florida
Name: Norma E. Lucent
My Commission Expires: _____
My Commission Number is: _____

Initials: MT wmt
Da D

ANDREW DECKER

[Handwritten signature of Andrew Decker]

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Andrew Decker, who is
personally known to me or who has produced _____ as identification,
and who executed the foregoing instrument.

Dated this 23 day of November, 2015.



NORMA E. LUCENT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158834
Expires 9/10/2018

Notary Public, State of Florida

Name: *[Handwritten: Norma E. Lucent]*

My Commission Expires: _____

My Commission Number is: _____

MARK MCCRARY

[Handwritten signature of Mark McCrary]

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Mark McCrary, who is
personally known to me or who has produced *[Handwritten: FL Drivers License]* as identification,
and who executed the foregoing instrument.

Dated this 23 day of November, 2015.



NORMA E. LUCENT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158834
Expires 9/10/2018

Notary Public, State of Florida

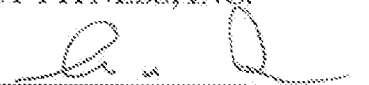
Name: *[Handwritten: Norma E. Lucent]*

My Commission Expires: _____

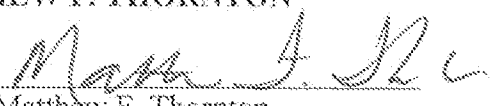
My Commission Number is: _____

IN WITNESS WHEREOF, the Parties, by their duly authorized officers, have hereunto set their hands and signed this Agreement, effective as of the Effective Date.

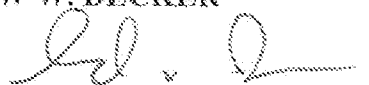
TITANUP FITNESS, INC.

By: 
Name: Andrew W. Decker
Title: President

MATTHEW F. THORNTON

By: 
Name: Matthew F. Thornton

ANDREW W. DECKER

By: 
Name: Andrew W. Decker

MARK MCCRARY

By: 
Name: Mark McCrary

EXHIBIT B

**INTELLECTUAL PROPERTY SETTLEMENT AND
ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY SETTLEMENT AND ASSIGNMENT AGREEMENT ("Agreement"), effective as of November _____, 2015 ("Effective Date"), is made and entered into by and between **TitanUp Fitness, Inc.**, a Florida corporation having an address at 102 6th Avenue North, Unit 13, Jacksonville Beach, Florida 32250 ("TitanUp Fitness"), **Andrew W. Decker**, an individual having an address at 12780 Ellis Island Drive, Jacksonville, Florida 32224 ("Decker"), and **Mark McCrary**, an individual having an address at 102 6th Avenue North, Unit 13, Jacksonville Beach, Florida 32250 ("McCrary," and together with TitanUp Fitness and Decker, "TitanUp"), on the one hand, and **Matthew F. Thornton**, an individual having an address at 12239 Wynnfield Lakes Circle, Jacksonville, Florida 32246 ("Thornton"), on the other hand. TitanUp and Thornton are collectively referred to herein as the "Parties."

Background

TitanUp Fitness offers private and group fitness and training services through aerobic and anaerobic exercise programs (collectively, the "Programs") under the brand name "TITAN UP" and other variations thereof, as shown on **Exhibit "B-1"** attached hereto and incorporated herein by this reference (collectively, the "TitanUp Marks"). The Programs have been reduced to writing in one or more documents and related written materials setting forth the content of the Programs (collectively, the "Documentation"). Thornton has served as an officer, employee, and shareholder of TitanUp Fitness since its inception, and Thornton has assisted TitanUp Fitness in the development and implementation of the Programs. Thornton has also offered unrelated competitive fitness services under the mark "Titan Up" and variations thereof (collectively, the "Thornton Marks"). On or about July 20, 2015, Thornton filed U.S. Trademark Application Serial No. 86/698,136 for "Titan Up Fitness" in connection with "Providing fitness and exercise facilities" ("Trademark Application"). The Parties thereafter asserted various claims against each other, some of which are detailed in the pleadings of the litigation styled under Case No.: 16-2015-CA-005637 in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida ("Litigation"). The Parties desire to enter into this Agreement on the terms and conditions set forth below as part of an amicably resolution to the Litigation.

Agreement

NOW THEREFORE, for the good and valuable consideration recited herein, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Representations and Warranties. Thornton represents and warrants as follows:

(a) The recitation of facts set forth in the recital section above entitled, "Background" is true, complete and correct and are incorporated herein by this reference.

(b) Except for Thornton's provision of fitness services under the Thornton Marks, Thornton has never conducted any business of any kind under a trade name, business name, trademark or service mark that includes, in whole or in part, the term "Titan Up" or any phonetic equivalents, confusingly similar variants, simulations, reproductions, copies or colorable imitations thereof (collectively, the "Restricted Marks");

(c) Other than filing the Trademark Application, Thornton has never registered, or attempted to register, with any governmental authority or acquired any rights or ownership in any trademarks, service marks or trade dress containing any of the Restricted Marks;

(d) Thornton has never granted to any third parties any licenses, consents or assignments in or to any of the Restricted Marks, in whole or in part, whether express or implied, oral or written;

(e) Thornton has not registered any domain names and does not own any domain names or registrations that include any of the Restricted Marks; and

(f) Thornton has not registered and does not own any social media pages, handles, or profiles that include any of the Restricted Marks.

2. Cessation of Use. Effective immediately as of the Effective Date of this Agreement, Thornton shall:

(a) forever discontinue, cease and desist from any and all commercial uses in all manners and methods of the Restricted Marks including, without limitation, any and all trademarks, service marks, trade dress and other indicia and any phonetic equivalents or colorable imitations thereof or that are likely to cause consumer confusion or dilution, false designation of origin, false association, sponsorship, relationship or endorsement with TitanUp or its products or its intellectual property rights, including, without limitation, the TitanUp Marks;

(b) cease all use of the Restricted Marks to identify and/or to advertise any goods, businesses or services in every manner including, without limitation, in connection with Thornton's business, labels, invoices, business cards, business documents, bags, boxes, packaging, signage, print, radio, television and electronic advertising and other business materials;

(c) cease all use of the Restricted Marks in connection with all internet domain names, URLs, web pages, web sites, and all social media sites, names and pages; and

(d) cease all use of and destroy all remaining unauthorized inventory, business documents, invoices, labels, business forms, promotional materials, signage, brochures, materials, labels, business cards and any and all other items in their possession that use or include the Restricted Marks; and

3. Trademark Assignment. Concurrent with the execution of this Agreement, Thornton shall execute and deliver to TitanUp Fitness the Trademark Assignment attached hereto as Exhibit "B-2".

4. Ownership of Programs. Thornton represents, acknowledges and agrees that the Programs and all related Documentation constitute and shall be considered a "Work Made For Hire" under section 101 of the Copyright Act of 1976 (17 U.S.C. § 101 et seq.), have been commissioned and ordered from Thornton by TitanUp Fitness and TitanUp Fitness is the sole and exclusive author and owner thereof for all purposes. To the extent that the Programs or any Documentation, or any portion thereof do not constitute a "Work Made For Hire," Thornton hereby forever, unconditionally and irrevocably sells, assigns, conveys and transfers to TitanUp Fitness all of Thornton's rights, title and interest in and to the Programs and all Documentation and all intellectual property rights therein worldwide including, without limitation, the rights in any copyrights, patents and trade secrets to the fullest extent such that, following the assignment, TitanUp Fitness shall have all ownership rights that would otherwise be possessed by Thornton. TitanUp Fitness retains the sole right and discretion to register the copyrights in any of the foregoing in the name of TitanUp Fitness in any countries throughout the world.

5. Cooperation. Both during the term of this Agreement and thereafter, Thornton shall fully cooperate with TitanUp Fitness in the procurement, protection and enforcement of any intellectual property rights in the TitanUp Marks, the Programs, and the Documentation. This obligation shall include executing, acknowledging, and delivering to TitanUp Fitness all documents or papers necessary to enable TitanUp Fitness to publish, procure, or protect the TitanUp Marks, Programs, and Documentation including, without limitation, written assignment documents and other documents to perfect and secure TitanUp Fitness's ownership and filing of patent, trademark, and copyright applications therefor and making Thornton's employees and personnel, if any, available for testimony in proceedings.

6. No License Agreement. Nothing in this Agreement shall be construed as a license, whether express or implied, by TitanUp or any other entity of any trademarks, service marks, trade dress or any other intellectual property rights to Thornton or to any third party including, but not limited to, the Restricted Marks or the TitanUp Marks.

7. Confidentiality. Notwithstanding the confidentiality provisions of any other agreement between the parties, TitanUp and Thornton expressly agree that they shall maintain this Agreement and its terms in strict confidence and shall not disclose the same to any third party without the prior written consent of the other party. The foregoing obligations shall not apply to any terms that: (a) a party is ordered by a court or tribunal of competent jurisdiction to disclose or in connection with a third party request as part of discovery in any court or administrative proceeding; or (b) a party is obligated to disclose by law or regulatory authority. Additionally, the foregoing obligations of confidentiality shall not apply to TitanUp Fitness: (aa) to the extent that TitanUp Fitness deems it reasonably necessary to disclose this Agreement or any of its terms in connection with its business operations; and (bb) to a limited number of TitanUp Fitness's employees, officers, directors, shareholders, investors and advisors, provided such persons agree to an obligation of confidentiality. Notwithstanding the foregoing, the Parties may inform others that: (aaa) TitanUp contacted Thornton concerning its use of the Restricted Marks, (bbb) that matter was resolved; and (ccc) Thornton has ceased using the Restricted Marks in connection with its business.

8. Non-Disparagement. The Parties agree that they will not, directly or indirectly, make any statements that are in any way disparaging or negative toward the other party or any of the other

party's products, services, trademarks or service marks, business, goodwill, reputation, conduct, current or former owners, employees, officers, owners, representatives, clients or business activities.

9. Representations and Warranties. Each Party represents and warrants to the other that: (a) this Agreement is a legally binding agreement fully enforceable against the representing Party in accordance with its terms; (b) the execution and delivery of this Agreement and the consummation of the transactions provided hereunder do not require any third-party consent or assignment; and (c) it has not assigned to any other person or entity any claims, demands, actions or causes of action released by it in this Agreement.

10. Acknowledgement of Validity. Thornton forever acknowledges and agrees that: (a) the TitanUp Marks, all registrations therefor and TitanUp Fitness's rights in the foregoing are valid and subsisting; and (b) Thornton shall not take any present or future direct or indirect action, challenge, attack or otherwise contest the validity, registration, ownership or rights of TitanUp Fitness, Decker, or McCrary in the TitanUp Marks or their registration, to enjoin, cancel, oppose or otherwise interfere with TitanUp's full enjoyment, use and registration of the TitanUp Marks in any manner whatsoever world-wide. Nor shall Thornton aid any third party in connection with the foregoing.

11. Miscellaneous.

(a) Review by Counsel. In entering into this Agreement, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, that the terms of this Agreement have been completely read and explained to them by their attorneys, and that the terms are fully understood and voluntarily accepted by them, or that they have expressly waived such legal representation and advice.

(b) Applicable Law. This Agreement is entered into in and to be performed in the State of Florida and this Agreement shall be construed and interpreted in accordance with the laws of the State of Florida, which shall prevail in the event of a conflict of laws. The Parties hereby agree to submit any dispute arising out of or related to this Agreement to a court of competent jurisdiction located in Duval County, Jacksonville, Florida and consent to the exclusive jurisdiction and over their person and exclusive venue by such courts. The prevailing party in any dispute arising out of or relating to this Agreement shall recover from the other party its reasonable attorneys' fees, costs and expenses.

(c) Waiver. The failure or delay of any Party in exercising any of its rights hereunder, including any rights with respect to a breach or default by the other Party, shall in no way operate as a waiver of such rights or prevent the assertion of such rights with respect to any later breach or default by the other Party. No party shall be deemed to have waived any rights under this Agreement by any action or inaction unless an express waiver is set forth in writing. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

(d) Binding Effect. This Agreement shall be binding upon the Parties and each of their respective affiliates, subsidiaries, related companies, successors and assigns.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed from this Agreement and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances.

(f) Integration. The Parties expressly declare and understand that no promises, inducements, consideration or agreements not herein expressed have been made to them. This Agreement and its Exhibits constitute the entire agreement between the Parties with respect to its subject matter and merges all prior discussions between them. The Parties shall not be bound by any conditions, definitions, or representations with respect to the subject matter of this Agreement other than as expressly provided herein or as duly set forth subsequent to the date hereof in writing and signed by a duly authorized representative of the party to be bound thereby. This Agreement may only be amended or modified by writing, signed by all of the Parties.

(g) Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the Parties. The Parties acknowledge and agree that titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes. As a result, section and paragraph headings, titles or captions should not be used to interpret or construe the terms of this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, the total of which shall constitute the executed Agreement.

(i) Limited Application. The Parties acknowledge and agree that the terms and conditions of this Agreement are based upon a unique set of facts and circumstances that take into consideration the nature of each party's use of its service marks and each party's marks and various logos and mark designs. Nothing in this Agreement shall apply to any other disputes between either party and any third party or constitute an admission for such purposes.

(j) Survival. The obligations set forth in sections 2, 4, 5, 7, 8, 10 and 11 of this Agreement shall expressly survive the termination, cancellation or expiration of this Agreement for any reason whatsoever.

{SIGNATURES ON FOLLOWING PAGE}

Exhibit "B-1"

THIS EXHIBIT "B-1" is made, entered into and effective as of the Effective Date of that certain agreement entitled, "Intellectual Property Settlement and Assignment Agreement" ("IP Agreement") to which this Exhibit "B-1" is attached as an exhibit. For the purposes of the IP Agreement, the term "TitanUp Marks" means all trademarks, service marks, registrations and pending applications of "TitanUp" or related marks, including, without limitation, the following marks:

TitanUp

Titan Up

TitanUp Fitness

Titan Up Fitness



Exhibit "B-2"

TRADEMARK ASSIGNMENT

This is a Trademark Assignment from **Matthew F. Thornton**, an individual having an address at 12239 Wynnfield Lakes Circle, Jacksonville, Florida 32246 ("ASSIGNOR"), to **TitanUp Fitness, Inc.**, a Florida corporation whose principal office is at 102 6th Avenue North, Unit 13, Jacksonville Beach, Florida 32250, and its successors, assigns and legal representatives ("ASSIGNEE").

WITNESSETH

WHEREAS, ASSIGNOR has adopted the trademarks, service marks, logos, slogans and other indicia and owns all rights, title and interests therein, including, without limitation, common law rights in its unregistered common law trademarks and service marks (collectively, the "Common Law Marks") and the trademark application pending therein ("Trademark Application"), and the goodwill associated therewith, all of which are identified and set forth on **Exhibit B-2(i)** hereto, the contents of which are incorporated herein by this reference. Collectively, the Common Law Marks and the marks depicted in the Trademark Application are referred to herein as the "Trademarks."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, and intending to be legally bound, ASSIGNOR irrevocably, unconditionally and forever sells, assigns, transfers and conveys to ASSIGNEE all right, title and interest in and to the Trademarks, together with all goodwill of the business connected with the use of and symbolized by the Trademarks world-wide, and together with all common law rights and the Trademark Application, and together with all past, present and future claims and causes of action that could have been asserted by ASSIGNOR for damages and equitable and other relief by reasons of infringement, dilution and all other unlawful acts by third parties and/or ASSIGNEE of the Trademarks prior to execution of this Trademark Assignment, with the same right to sue for, and collect the same for ASSIGNEE's own use, benefit and for the use and benefit of its successors, assigns or other legal representative, whether such actions could have been brought in ASSIGNOR's name or in the names of others.

ASSIGNOR represents, warrants, and covenants that it has made no assignment, sale, agreement, or encumbrance of the Trademarks and it will not make or enter into any which would conflict with this sale, assignment, transfer, and conveyance.

The ASSIGNOR has executed this Trademark Assignment on the date indicated below.

MATTHEW F. THORNTON

By: Matthew F. Thornton

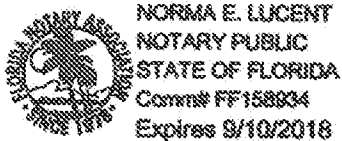
Name: Matthew F. Thornton

MT [Signature]

STATE OF FLORIDA §
 §
COUNTY OF DUVAL §

BEFORE ME, a Notary Public, on this day personally appeared Matthew F. Thornton, who is known to me or who has produced his driver's license of the State of Florida having license number RS3-S4U-74-0480 as proof that he is the person whose name is subscribed to the foregoing Trademark Assignment and acknowledged to me that the same was his act, and that he has sworn to, subscribed to and executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of November, 2015.



Norma E. Lucant
Print Name of Notary Public

[Seal]

Norma E. Lucant
Notary Public in and for
the State of Florida
My commission expires: _____

Exhibit B-2(i)

Trademarks

THIS EXHIBIT "B-2(i)" is an exhibit of that certain agreement entitled "Trademark Assignment" between TitanUp Fitness, Inc. and Matthew F. Thornton, to which this Exhibit "B-2(i)" is attached.

I. Common Law Marks

The term "Common Law Marks" in the Trademark Assignment shall include: (a) the marks depicted in the Trademark Application; and (b) the following trademarks and service marks:

TitanUp

Titan Up

TitanUp Fitness

Titan Up Fitness



II. Trademark Application

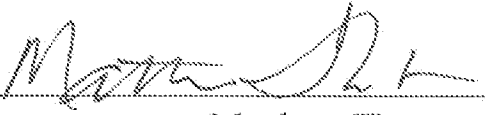
The term "Trademark Application" in the Trademark Application shall include the following application for federal registration filed in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Titan Up Fitness	86/698,136	July 20, 2015

RECEIPT

I HEREBY ACKNOWLEDGE receipt from Rogers Towers, P.A. of the following check #630 from Titanup Fitness account 68677 made payable to Matthew Thornton in the amount of \$40,000.00.

DATED 11/23 2015


Matthew Thornton