

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/18/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core Health & Fitness, LLC		02/25/2015	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Fitness Systems, LLC		
Doing Business As:	Medical Fitness Solutions		
Street Address:	3553 Rosa Way		
City:	Fallbrook		
State/Country:	CALIFORNIA		
Postal Code:	92028		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77474555	FREEDOM THROUGH FUNCTIONALITY	
CORRESPONDENCE DATA			
Fax Number:	7604518995		
<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:	7604519162		
Email:	steve@medicalfitsolutions.com		
Correspondent Name:	Stephen Sprague		
Address Line 1:	3553 Rosa Way		
Address Line 4:	Fallbrook, CALIFORNIA 92028		
NAME OF SUBMITTER:	Stephen Sprague		
SIGNATURE:	/Stephen Sprague/		
DATE SIGNED:	02/03/2016		
Total Attachments: 7			
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Trademark Assignment

This Trademark Assignment (this "Assignment") is made by and between Core Health & Fitness, LLC, a Nevada limited liability company, having an address at 4400 NE 77th Avenue, Vancouver, Washington 98662 (the "Assignor") and Fitness Systems, LLC, a California limited liability company having an address at 543 East Alvarado Street, Fallbrook, California 92028 (the "Assignee") (each a "Party," collectively the "Parties").

PRELIMINARY STATEMENTS

A. The Assignor owns all rights, title, and interest in and to the trademarks, trademark registrations, trademark applications, trademark licenses, trade names, trade dress, logos and service marks (in each case, whether or not registered) on Schedule A attached hereto (the "Trademarks").

B. The Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign to the Assignee, all of the Assignor's rights, title, and interest in and to the Trademarks, and the goodwill associated therewith.

C. The Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. **Assignment of the Trademarks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees to assign, transfer and convey, and hereby assigns, transfers and conveys, to the Assignee nunc pro tunc as of July 18, 2014 (the "Effective Date"), all rights, title and interest in and to the Trademarks, and any common law rights in and to the Trademarks, existing anywhere in the world and under any law, together with all of the goodwill of the business symbolized by the Trademarks, and together with all rights to recover for damages and profits and all other rights and remedies for infringement of the Trademarks, whether past, present or future infringement. As of the Effective Date, the Assignee shall own, and be the sole owner of, all of the rights, title and interest in and to the Trademarks.

2. **Further Assurance.** The Assignor from time to time hereafter and without further consideration, upon reasonable request of the Assignee, covenants and agrees to execute and deliver all such other and additional instruments and other documents, and to take all other actions, as may be reasonably necessary to more effectively grant, convey, and assign all of the Assignor's rights, title and interest in and to the Trademarks to the Assignee and facilitate the recognition of the transferred ownership of such rights, title and interest in the Assignee by all third parties and applicable governmental agencies and authorities.

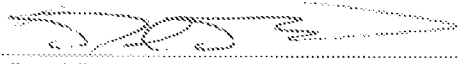
3. **Entire Agreement; Modification; Waiver.** This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the Parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the Parties. A waiver of any term, condition or provision in this Assignment by either Party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

4. **Severability.** If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

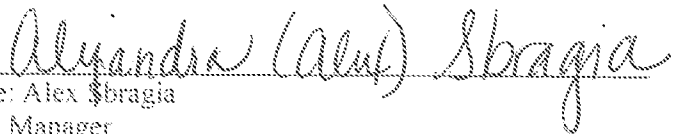
5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflicts of laws principles that would require the application of the law of any other jurisdiction.

The Parties have executed this Agreement as of the Effective Date.

Core Health & Fitness, LLC, a Nevada limited liability company,
4400 NE 77th Avenue, Vancouver, Washington 98662

By: 
Name: C. Reed Brown
Title: Vice President Legal/Manager

Fitness Systems, LLC, a California limited liability company
543 East Alvarado Street, Fallbrook California 92028

By: 
Name: Alex Sbragia
Title: Manager

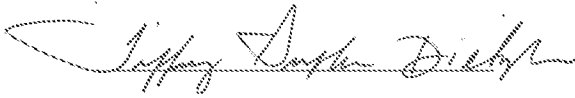
ACKNOWLEDGMENT OF TRADEMARK ASSIGNMENT

STATE OF WASHINGTON

COUNTY OF Clark

On this 25th day of February, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. Reed Brown, to me known to be a Vice President Legal/Manager of Core Health & Fitness, LLC, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that Core Health & Fitness, LLC authorized him to execute the said instrument and that the seal affixed is the corporate seal of said limited liability company.

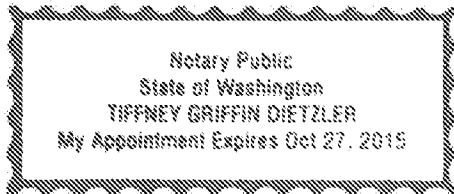
Witness my hand and seal the day and year first above written.



Notary Public residing at Kapacum, WA

Printed Name: Tiffney Griffin Dietzler

My Commission Expires:



ACKNOWLEDGMENT OF TRADEMARK ASSIGNMENT

State of California
County of San Diego)

On _____ before me, _____
(insert name and title of the officer)

personally appeared Dean Sbraglia, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

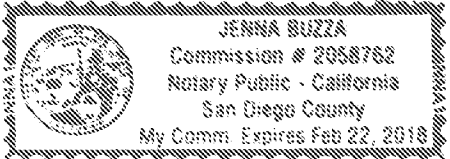
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On February 19, 2015 before me, Jenna Buza, Notary
Date Here Insert Name and Title of the Officer
personally appeared Alejandra Alex Sbragia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public.



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing: Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

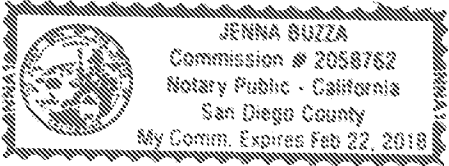
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On February 19, 2015 before me, Jenna Buza, Notary
Date Here Insert Name and Title of the Officer
personally appeared Alejandra Alex Bragia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing: Signer is Representing:

Schedule A

US 100 101 107

No.	Trademark/Word Mark	Ser./Reg. No.	Goods/Services
1.	Aging Gracefully	86048940	IC 028 US 022 023 038 050. G&S: Exercise equipment, namely, selectorized strength equipment, Mid row machine, machine that exercise one's neck in four different ways, leg press, triceps press, strengthening machine for lower back, machine for hip adduction and hip abductions, vibrating apparatus used in fitness and exercise to stimulate muscles and increase strength, machine that increases one's bone density, machine used to assess one's balance for therapeutic purposes.
2.	FREEDOM THROUGH FUNCTIONALITY	77,474,555	IC 041. US 100 101 107. G&S: Education services, namely, providing classes, seminars, and workshops in the field of senior citizen strength training and rehabilitate strength training.