# OP \$40.00 4493907

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM372863
Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:NUNC PRO TUNC ASSIGNMENTEFFECTIVE DATE:09/15/2015

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wise Sports Nutrition, LLC		09/15/2015	LIMITED LIABILITY COMPANY: COLORADO

### **RECEIVING PARTY DATA**

Name:	iSatori, Inc.	
Street Address:	15000 W 6th Ave Frontage Rd	
City:	Golden	
State/Country:	COLORADO	
Postal Code:	80401	
Entity Type:	CORPORATION: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4493907	GARCINIA TRIM

# **CORRESPONDENCE DATA**

**Fax Number:** 3038931379

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.

**Phone:** 303-892-7297

**Email:** terry.miller@dgslaw.com

Correspondent Name: Terry Miller
Address Line 1: 1550 17th Street

Address Line 2: Suite 500

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Terry R. Miller
SIGNATURE:	/Terry R. Miller/
DATE SIGNED:	02/11/2016

## **Total Attachments: 3**

source=Executed Trademark Assignment#page1.tif source=Executed Trademark Assignment#page2.tif source=Executed Trademark Assignment#page3.tif

> TRADEMARK REEL: 005729 FRAME: 0155

### TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement is made and entered into as of September 15, 2015 (the "Effective Date"), by and between Wise Sports Nutrition, LLC ("Assignor"), and iSatori, Inc., ("iSatori").

Assignor is the owner and beneficiary of all rights, title, and interest in and to a trademark GARCINIA TRIM (the "Mark"), including U.S. Trademark Registration No. 4,493,907 for the Mark (the "Registration").

Assignor desires to convey, transfer, assign, and deliver to iSatori all of its rights, title, and interest in and to the Mark and the goodwill of the business associated therewith and symbolized thereby, including the Registration; and iSatori desires to acquire the Mark and the goodwill of the business associated therewith and symbolized thereby, including the Registration.

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

Assignor hereby conveys, transfers, assigns, and delivers to iSatori all of Assignor's rights, title, and interest in, to, and under the Mark, including all common law rights connected therein; together with the goodwill of the business symbolized thereby and associated therewith, and any registrations of and application to register the Mark, including the Registration; and together with all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Mark, and with the right to sue for and collect damages.

Assignor represents and warrants that it is the sole owner of the Mark including the Registration and that it has the full right and power to make the assignment of the Mark including the Registration made hereby and that it has not made and will not make any assignment, transfer, sale, encumbrance, or agreement in conflict with any provision of this Trademark Assignment.

Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in iSatori full rights, title, and interest in and to the Mark including the Registration. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

2

	SILII
Wise Sports Nutrition, LLC	iSalori/lac.
By:	By: FIETHEN HOELE
Its:	Its: Dresiber
Date:	Date: 29/55/205

IN WITNESS WHEREOF, Assignor and iSatori have duly executed this Trademark Assignment, effective as of the Effective Date.

IN WITNESS WHEREOF, Assignor and iSatori have duly executed this Trademark Assignment, effective as of the Effective Date.

Wise Sports Nutrition, LLC	iSatori, Inc.
Wise Sports Nutrition, LLC By:	By:
Its: Jaci Wiso	lts:
Date: 8-15-15	Date:

3

Sep. 15 2015 02:33PM P1

PHONE NO. : 303 465 6138

TRADEMARKZTHE ITTE : WOLL

RECORDED: 02/11/2016 REEL: 005729 FRAME: 0158