

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nathaniel D. Peterson		09/30/2016	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	You Can't Fake, LLC		
<b>Street Address:</b>	2419 N. Old Atherton Road		
<b>City:</b>	Independence		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64058		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86263884	YOU CAN'T FAKE SWEAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8776849950		
<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>			
<b>Phone:</b>	508-983-1490		
<b>Email:</b>	trademarks@kckslaw.com		
<b>Correspondent Name:</b>	Kathryn V. Chelini		
<b>Address Line 1:</b>	1900 West Park Drive, Suite 280		
<b>Address Line 2:</b>	Chelini IP Law		
<b>Address Line 4:</b>	Westborough, MASSACHUSETTS 01581		
<b>NAME OF SUBMITTER:</b>	Kathryn V. Chelini		
<b>SIGNATURE:</b>	/Kathryn V. Chelini/		
<b>DATE SIGNED:</b>	10/11/2016		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Trademark Assignment") is made, entered into and effective as of this August 5, 2016 ("the "Effective Date"), by Nathaniel D. Peterson, d/b/a You Can't Fake Sweat, of 11 Blueberry Circle Framingham, Massachusetts 01701 (the "Assignor"), in favor of You Can't Fake, LLC, a Missouri limited liability company (the "Assignee").

**WHEREAS**, the Assignor has agreed to assign to the Assignee all of its right, title and interest in, and to execute this Trademark Assignment to enable the Assignee to record the assignment of, all of the Assignor's right, title and interest in and to the U.S. Application Serial No. 86/263,884 with the United States Patent and Trademark Office (the "USPTO") and set forth on Exhibit A hereto (the "Trademark(s)"), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Trademarks throughout the world (the "Trademarks and Related Rights").

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Assignment.** The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee as of the Effective Date, and the Assignee hereby accepts, any and all right, title and interest of the Assignor in and to the Trademarks and Related Rights, including the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Trademark(s) and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. **Authorization.** The Assignor authorizes and requests the Assignee to request the USPTO to record the Assignee as the assignee or transferee of the Trademark(s) and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the USPTO, and the Assignor hereby covenants that the Assignor has full right to convey its entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. **Further Assurances.** Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Trademark Assignment. Assignor agrees to take whatever further action deemed reasonably necessary or appropriate by Assignee to properly and fully effect, perfect and enforce the transfer to Assignee of the Trademark(s) and Related Rights, to establish full custody of, and good, valid and marketable title to, the Trademark(s) and Related Rights by Assignee, and to exercise and enforce Assignee's right and title to, and interest in, the Trademark(s) and Related Rights. For example, without limitation, Assignor agrees to execute any additional documents or agreements as may be reasonably necessary and provide to Assignee and the USPTO all information necessary to affect such transfer. Assignor shall cease any and all use of the Trademark(s) and Related Rights, except as may be expressly authorized by Assignee in a signed writing. Assignor shall not register, license, transfer, own or otherwise use any Trademark or mark confusingly similar to the Trademarks.

4. **Warranty.** Assignor represents and warrants to Assignee that the Assignor: (i) is the sole owner (other than Assignee) of all rights, title and interest in the Trademark(s), (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered the Trademark(s) or agreed to do so, (iii) has full power and authority to enter into this Trademark Assignment and to make the assignment as provided in Section 1, and (iv) the assignment of the Trademark(s) will not violate, infringe, or misappropriate any third party's rights (or result in any claim thereof).

5. **Entire Agreement.** This Trademark Assignment contain the entire agreement of the parties with regard to the subject matter hereof; *provided, however*, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

6. **Additional Provisions.** This Trademark Assignment shall not be construed as creating, directly or indirectly, a partnership or joint venture or any other type of legal relationship, including that of attorney-client. All notices required to be sent to either party shall be in writing and sent by registered or certified mail, postage prepaid, return receipt

requested, to the addresses set forth in the introductory paragraph of this Trademark Assignment. The parties may change their addresses by notices in writing to the other parties. This Trademark Assignment shall be governed by and construed according to the laws of the State of Missouri, without regard to its conflicts of laws principles. The captions used in connection with the paragraphs of this Trademark Assignment are inserted only for the purpose of reference and shall not be deemed to have any legal effect. No waiver by any party of a breach or default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. All rights and obligations created by this Trademark Assignment which, by necessary implication, continue after its expiration or termination, shall survive such expiration or termination. In the event that any term or provision of this Trademark Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision, and this Trademark Assignment shall be interpreted and construed as if such term or provision, to the extent the same shall be held to be invalid, illegal or unenforceable, had never been contained herein. This Trademark Assignment cannot be modified except by written instrument signed by the parties hereto. In any legal action between the parties hereto concerning this Trademark Assignment, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees. This Trademark Assignment shall be binding upon each party hereto and its respective successors and assigns. This Trademark Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Trademark Assignment may deliver their executed counterparts by facsimile or other electronic means.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

**ASSIGNOR:**

Nathaniel D. Peterson, d/b/a You Can't Fake Sweat

By: Nathaniel D. Peterson  
Name: Nathaniel D. Peterson  
Date: August 5, 2016

STATE OF MA  
COUNTY OF Middlesex

On this day, August 5, 2016, before me personally appeared the above named individual, to me known to be an authorized representative of Assignor described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public: Brian Hunsicker  
My Commission Expires: 8/5/16

**ASSIGNEE:**

You Can't Fake, LLC a Missouri Limited Liability Company

By: Karen Schumacher  
Name: Karen Schumacher  
Title: managing member  
Date: 9/30/16

