# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM403825

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	06/30/2016	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IP Holdings Pty, Ltd.		10/05/2016	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	Australian Fitness Supplies Pty Ltd	
Street Address:	P.O. Box 204	
City:	Kensington Park	
State/Country:	AUSTRALIA	
Postal Code:	SA5068	
Entity Type:	Limited Liability Company: AUSTRALIA	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4727846	FORCE USA

#### CORRESPONDENCE DATA

Fax Number: 2023153386

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: 202-294-2287

Email: jgerben@gerbenlawfirm.com Joshua M. Gerben, Esq. **Correspondent Name:** Address Line 1: 1050 Connecticut Ave NW

Address Line 2: Suite 500

Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	Joshua M. Gerben, Esq.	
SIGNATURE:	/Joshua M. Gerben/	
DATE SIGNED:	10/31/2016	

**Total Attachments: 1** 

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**TRADEMARK** REEL: 005910 FRAME: 0993

#### NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment ("Assignment") is made of record on October 5, 2016 by and between IP Holdings Pty, Ltd. ("Assignor"), and, Australian Fitness Supplies Pty Ltd, with a business address of P.O. Box 204 Kensington Park AUSTRALIA SA5068 ("Assignee").

#### RECITALS

WHEREAS, Assignor is the last listed owner of the trademark registration FORCE USA, Reg. No. 4727846 (the "Registration"); and

WHEREAS, the Assignor assigned, on or about June 30, 2016 to Assignee all of its rights, titles, goodwill and interest in the FORCE USA mark and associated Registration (collectively referred to hereafter as the "Trademark"), together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, the Assignor and the Assignee wish to evidence this assignment by executing this instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and in consideration of the foregoing recitals and mutual promises contained herein, Assignor and Assignee hereby evidence the assignment as follows:

- 1. Assignment. Assignor confirms that on or about June 30, 2016, Assignor did and has assigned to Assignee: (1) all the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademark.
- 2. Acceptance. Assignee hereby acknowledges that it accepted the foregoing assignment for good and valuable consideration on or around June 30, 2016 and wishes to evidence this assignment by executing this instrument.

Assignor and Assignee have executed this Agreement as of October 5, 2016.

Assignor:	Assignee:
IP Holdings Pty, Ltd.	Australian Fitness Supplies Pty Ltd
Signature:	Signature:
Printed Name:	Printed Name: DANIEC ALENADOAF
Title:	Title: DIRECTOR

TRADEMARK
REEL: 005910 FRAME: 0994

RECORDED: 10/31/2016