

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Montauk Yoga Inc.		12/14/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Love Yoga Venice, LLC		
Street Address:	835 Lincoln Blvd.		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87200991	LOVE	
Serial Number:	86970478	LOVE YOGA	
Serial Number:	86970472	LOVE YOGA	
CORRESPONDENCE DATA			
Fax Number:	3174645111		
<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:	(317) 464 - 5307		
Email:	mclark@mgrfirm.com		
Correspondent Name:	Matthew J. Clark		
Address Line 1:	47 S. Meridian St.		
Address Line 2:	Suite 400		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Matthew J. Clark		
SIGNATURE:	/Matthew J. Clark/		
DATE SIGNED:	12/14/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 14, 2016 (the "**Effective Date**"), is made between Montauk Yoga Inc., a New York corporation, with a principal address of 12 Gloucester Ave., Montauk, NY 11954 ("**Assignor**"), and Love Yoga Venice, LLC, a California limited liability company, with a principal address of 835 Lincoln Blvd., Venice, CA 90291 ("**Assignee**").

BACKGROUND

Assignor is the owner of the Assigned Trademarks (*as defined below*).

Assignor wishes to assign to Assignee, and the Assignee wishes to acquire from Assignor, the entirety of Assignor's ownership interest in the Assigned Trademarks (*as defined below*), together with the goodwill of the business associated therewith.

Accordingly, the parties agree as follows:


In consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) all (i) trademarks, service marks, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, and (ii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;
- (b) without limitation to the generality of the foregoing, the trademarks and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; and
- (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

MONTAUK YOGA INC.

By: 

Name: JEFFREY SCHWARZ

Title: PRESIDENT

AGREED TO AND ACCEPTED:

LOVE YOGA VENICE, LLC

By: 

Name: JEFFREY SCHWARZ

Title: MEMBER

Schedule 1

ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	U.S. Application No.	Filing Date
LOVE (Stylized)	87/200,991	10/12/2016
LOVE YOGA	86/970,478	04/10/2016
LOVE YOGA (Stylized)	86/970,472	04/10/2016
LOVE A YOGA SPACE	--	--
LOVE A YOGA SPACE (Stylized)	--	--