

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RivalHealth, LLC		03/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GBRH Holdings, LLC		
Street Address:	3525 Piedmont Road, Building 5		
Internal Address:	Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3926348	BRING OUT YOUR BEST	
Registration Number:	3999093	RIVAL FUSION	
Registration Number:	3926346	RIVALHEALTH	
Registration Number:	4769184	WITH OTHERS, FOR OTHERS	
Registration Number:	4912280	RIVALRATING	
Registration Number:	4907341	FITIN	
CORRESPONDENCE DATA			
Fax Number:	8443978265		
<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:	9198294296		
Email:	TMgroup@hutchlaw.com		
Correspondent Name:	Trevor P. Schmidt		
Address Line 1:	3110 Edwards Mill Road		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	RIV.21000		
NAME OF SUBMITTER:	Trevor P. Schmidt		

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SIGNATURE:	/Trevor P. Schmidt/
DATE SIGNED:	03/15/2017
Total Attachments: 3 source=558001_1_RIV.14 IP Assignment Agreement#page1.tif source=558001_1_RIV.14 IP Assignment Agreement#page2.tif source=558001_1_RIV.14 IP Assignment Agreement#page3.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement (“Assignment”), dated March 1, 2017, is entered into by and between RivalHealth, LLC, a Delaware limited liability company (“Assignor”) and GBRH Holdings LLC, a Delaware limited liability company (“Assignee”), each individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, Assignor and Assignee have entered into that Asset Contribution Agreement dated on or about the 1st day of March 2017 (the “Contribution Agreement”) pursuant to which Assignee acquired all of the intellectual property rights of Assignor including without limitation, the inventions, know-how, patents, patent applications, software programs, databases, libraries, domain names, copyrights, copyright registrations and applications, registered trademarks, trademark applications, common law marks, service marks, trade dress and goodwill related thereto (collectively the “**Intellectual Property**”), including without limitation those federal trademark applications and registrations and the U.S. Patent set forth on Exhibit A hereto;

WHEREAS, Assignee is desirous of formalizing and evidencing the assignment to Assignee of all of Assignee’s right, title and interest in, to and under the Intellectual Property, under the Contribution Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee all of its rights, title and interests in, to and under the Intellectual Property, including without limitation the right to bring suit and recover damages and profits by reason of any past, present, or future infringement or unauthorized use of the Intellectual Property in the United States, or any other country.

Further Assurances. Upon request of Assignee, its successors and assigns, Assignor agrees to cooperate with Assignee, its successors and assigns, and execute and deliver without further compensation any and all instruments or documents reasonably necessary or desirable to secure to Assignee, its successors and assigns, the full enjoyment of the rights and properties conveyed by this Assignment. Without limiting the generality of the foregoing, Assignor agrees to reasonably cooperate with Assignee, in the event Assignee exercises its right to bring suit and recover damages and profits by reason of any past, present or future infringement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Assignment by its duly authorized officer as of the date first written above.


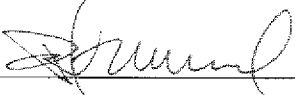
Assignor: RivalHealth, LLC By:  Name: Neil G. O'Rourke Title: CLO Date: 3-1-17	Assignee: GBRH Holdings, LLC By:  Name: Peter T. Durand Title: President Date: 3-1-17
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EXHIBIT A

Trademarks:

Mark	Registration No. (or Appl. No.)	Registration Date (or Filed Date)	Jurisdiction	Classes/Status
BRING OUT YOUR BEST	3,926,348	3/1/2011	U.S.	09, 41, 44 Registered
RIVAL FUSION	Reg. No. 3,999,093	Reg. Date 7/19/2011	U.S.	09, 16, 41 Registered
RIVALHEALTH	Reg. No. 3,926,346	Reg. Date 3/1/2011	U.S.	09, 41, 44 Registered
WITH OTHERS, FOR OTHERS	Reg.. No. 4,769,184	App. Date 4/23/2013	U.S.	35 Registered
B.O.Y.B.	App. No. 77/752,014	Filed 6/4/2009	U.S.	09, 25, 41, 44 Halted
NO MO' YO YO	App. No. 77/732,393	Filed 5/8/2009	U.S.	09, 41, 44 Halted
GROW FIT, LEARN FIT	N/A	N/A	U.S.	09,41,25 Proposed
RIVALRATING	Reg.. No. 4,912,280	Reg. Date 3/8/2016	U.S.	09, 41, 44 Registered
FITIN	Reg.. No. 4,907,341	Reg. Date 3/1/2016	U.S.	41 Registered
RIVAL	N/A	N/A	U.S.	Proposed
RIVAL CAMPUS	N/A	N/A	U.S.	Proposed
RIVAL COMPANY	N/A	N/A	U.S.	Proposed
RIVAL HEROES	N/A	N/A	U.S.	Proposed
RIVAL REHAB	N/A	N/A	U.S.	Proposed
RIVAL SCHOOL	N/A	N/A	U.S.	Proposed
RIVAL SILVER	N/A	N/A	U.S.	Proposed
WIN FIT	N/A	N/A	U.S.	09, 41, 16 Proposed
happy human design	App. No. 77/817,823	Filed 9/1/2009	U.S.	09, 41, 44 Abandoned
human design	App. No. 77/752,001	Filed 6/4/2009	U.S.	25, 41 Abandoned

Exhibit A

Patents

Patent #9,495,880, Self Correcting Fitness Test, issued November 15, 2016