

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5ME, LLC		03/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	5ME IP, LLC		
Street Address:	4270 Ivy Pointe Blvd., #100		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87125711	F	
Serial Number:	87125517	FREEDOM	
Serial Number:	87125482	FREEDOM	
Serial Number:	87078214	FREEDOM	
CORRESPONDENCE DATA			
Fax Number:	2486894071		
<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:	2486893500		
Email:	carney@reising.com		
Correspondent Name:	REISING ETHINGTON P.C.		
Address Line 1:	755 WEST BIG BEAVER ROAD, SUITE 1850		
Address Line 4:	TROY, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	8252.3076001, 3, 4 and 5		
NAME OF SUBMITTER:	Brian L. Ribando		
SIGNATURE:	/Brian L. Ribando/		
DATE SIGNED:	03/20/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 17, 2017, is made by and between 5ME, LLC, a Delaware limited liability company (the "**Assignor**"), and 5ME IP, LLC, a Delaware limited liability company (the "**Assignee**").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office, and patent and trademark offices foreign thereto;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of a Trademark License Agreement to Assignor, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to:

(a) the United States and foreign trademark applications and registered trademarks listed on the attached Trademark Schedule, together with the goodwill connected with the use of the trademarks and symbolized thereby, and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner of Patents and Trademarks, and any other United States and foreign governmental officials, to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or to Assignee's designee.

3. Counterparts. 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.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Delaware).

6. IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

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5ME, LLC (Assignor)

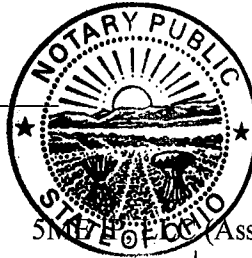
By: [Signature]
Name: WILLIAM A. HORWARTH
Title: PRESIDENT

NOTARIZATION:

State of Ohio County of Clermont
On this 17th day of March 2017 before me a Notary Public in and for said County,
personally appeared William A. Horwarth, to me known to be the person who
executed the above instrument and acknowledged the same to be his free act and deed,
State of Ohio -County of Brown

[Signature]
Notary Public

My comm. expires: 12/1/2019



[NOTARY SEAL]
GINA LANHAM
Notary Public, State of Ohio
Recorded In Brown County
My Commission Expires
December 1, 2019

AGREED AND ACCEPTED TO:

5ME, LLC (Assignee)

By: [Signature]
Name: WILLIAM A. HORWARTH
Title: PRESIDENT

NOTARIZATION:

State of Ohio County of Clermont
On this 17th day of March 2017 before me a Notary Public in and for said County,
personally appeared William A. Horwarth, to me known to be the person who
executed the above instrument and acknowledged the same to be his free act and deed,
State of Ohio -County of Brown

[Signature]
Notary Public

My comm. expires: 12/1/2019



[NOTARY SEAL]
GINA LANHAM
Notary Public, State of Ohio
Recorded In Brown County
My Commission Expires
December 1, 2019

TRADEMARK SCHEDULE

Mark	Country	Serial No.	Filing Date	Class	Reg. No.	Reg. Date
F (design)	US	87/125711	08/03/2016	009, 042		
FREEDOM	US	87/125517	08/03/2016	009		
FREEDOM (design)	US	87/125482	08/03/2016	009, 042		
FREEDOM	US	87/078214	06/21/2016	042		
FREEDOM	CA	1795866	08/17/2016	009, 042		
FREEDOM (design)	CA	1795867	08/15/2016	009, 042		
F (design)	CA	1795868	08/15/2016	009, 042		
FREEDOM	MX	1831217	12/09/2016	042		
FREEDOM	MX	1831216	12/09/2016	009		
FREEDOM (design)	MX	1831218	12/09/2016	009		
FREEDOM (design)	MX	1831219	12/09/2016	042		
F (design)	MX	1831221	12/09/2016	042		
F (design)	MX	1831220	12/09/2016	009		