

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kirk Myers		07/16/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	DogPound Fitness LLC		
Street Address:	1 Renwick Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4882657	DOGPOUND	
Registration Number:	4961547	MACHINE GUN WORKOUT	
Serial Number:	86636176	THE 1000 POUND CLUB	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	cthompson@fredlaw.com		
Correspondent Name:	Courtney Thompson		
Address Line 1:	200 South 6th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Courtney Thompson		
SIGNATURE:	/Courtney Thompson/		
DATE SIGNED:	06/08/2017		
Total Attachments: 4			
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OP \$90.00 4882657

EXHIBIT A

ASSIGNMENT OF ASSETS

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered as of July 16, 2015 (the "Effective Date") by and between:

DogPound Fitness, LLC
A New York limited liability company
(the "Company")

and

Kirk Myers
[ADDRESS]
(the "Founder")

The assignment and unit issuance related hereto is intended to qualify for tax-free treatment under Internal Revenue Code Section 721.

1. Assignment. Founder hereby assigns to the Company exclusively throughout the world all right, title and interest (choate or inchoate) in (i) the subject matter referred to in Appendix A, (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and (iii) all copyrights, trade secret rights, trademark rights, and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing ((i) and (ii) collectively "Intellectual Property").

2. Consideration. The Company agrees to issue to Founder Four Hundred and Fifty Thousand (450,000) units of Common Units of the Company on the date of this Agreement pursuant to the provisions of a Founder's Common Unit Purchase Agreement of even date herewith between the Company and Founder. Such units shall be the only consideration required of the Company with respect to the subject matter of this Agreement.

3. Further Assurances; Moral Rights; Competition; Marketing. Founder agrees to assist the Company in every legal way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Company is unable for any reason whatsoever to secure the Founder's signature to any document it is entitled to under this Section 3, Founder hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of

Founder, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Founder. To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent Founder retains any such Moral Rights under applicable law, Founder hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Company; Founder agrees not to assert any Moral Rights with respect thereto. Founder will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. Confidential Information. Founder will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent Founder (i) can document that it is generally available (through no fault of Founder) for use and disclosure by the public without any charge, license or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to the Confidential Information and Inventions Assignment Agreement by and between Founder and the Company of even date herewith. Founder recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

5. Warranty. Founder represents and warrants to the Company that the Founder: (i) prior to the assignment in Section 1, was the owner (together with certain other Founders of the Company) of all rights, title and interest in the Intellectual Property, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, and (v) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1.

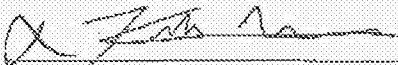
6. Miscellaneous. This Agreement is not assignable or transferable by Founder without the prior written consent of the Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of law provisions thereof. The prevailing


party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

FOUNDER

DOGPOUND FITNESS, LLC



By: 

Name: ~~Kirk Meyers~~ Kirk Meyers (KM)

Name: ~~Kirk Meyers~~ Kirk Meyers (KM)

SSN: _____

Its: Chief Executive Officer

Date: _____

Date: _____

Appendix A

All rights, title and interest in and to all the DogPound business plan.

All rights, title and interest in and to all service marks, trademarks and other intellectual property rights that Founder holds and that are related to the Company's business, including without limitation the marks DogPound[™], 1000 Pound Club[™], and the Machine[™].