

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430534

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kirk Myers		06/08/2017	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DogPound Fitness LLC		
<b>Street Address:</b>	1 Renwick Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4882657	DOGPOUND	
<b>Registration Number:</b>	4961547	MACHINE GUN WORKOUT	
<b>Serial Number:</b>	86636176	THE 1000 POUND CLUB	
<b>Serial Number:</b>	86771150	DOGPOUND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	cthompson@fredlaw.com		
<b>Correspondent Name:</b>	Courtney Thompson		
<b>Address Line 1:</b>	200 South 6th Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Courtney Thompson		
<b>SIGNATURE:</b>	/Courtney Thompson/		
<b>DATE SIGNED:</b>	06/08/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 8, 2017, by Kirk Myers, an individual ("Assignor"), in favor of DogPound Fitness, LLC ("Assignee").

1. Assignment. For 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 "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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 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, 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Assignment of Assets Agreement. Nothing in this Assignment, express or implied, is intended or shall be construed to defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignee as set forth in the Assignment of Assets Agreement, dated July 16, 2015, between the parties.

4. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

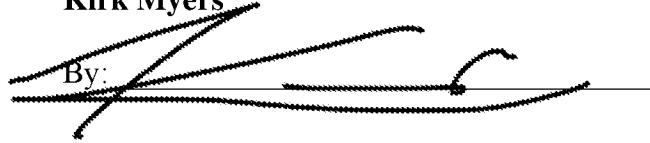
5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Assignment is effective as of the date first written above.

**Assignor:**

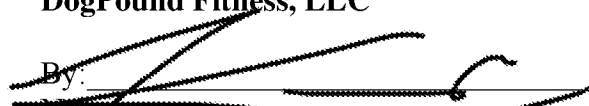
**Kirk Myers**

By: 

AGREED TO AND ACCEPTED:

**Assignee:**

**DogPound Fitness, LLC**

By:   
Name:  
Its:

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>App./Reg. No.</b>	<b>App./Reg. Date</b>	<b>Country</b>
DOGPOUND	<b>App</b> 86771150	<b>App</b> 28-SEP-2015	U.S.
DOGPOUND	<b>Reg</b> 4882657	<b>Reg</b> 5-JAN-2016	U.S.
MACHINE GUN WORKOUT	<b>Reg</b> 4961547	<b>Reg</b> 17-MAY-2016	U.S.
THE 1000 POUND CLUB	<b>App</b> 86636176	<b>App</b> 20-MAY- 2015 (inactive)	U.S.