

900420606 09/11/2017

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442605

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor name from Look Good Nutrition, LLC previously recorded on Reel 006109 Frame 0392. Assignor(s) hereby confirms the Assignee should be McCarrell Fitness Companies, LLC.		
RESUBMIT DOCUMENT ID:	900418622		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOOK GOOD NAKED, INC.		07/25/2017	Corporation: Minnesota
RECEIVING PARTY DATA			
Name:	MCCARRELL FITNESS COMPANIES, LLC		
Street Address:	3208 EAST COLONIAL DRIVE		
Internal Address:	#303		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32803		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4020989	LOOK GOOD NAKED	
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>			
Phone:	615-651-7381		
Email:	saustin@cpaglobal.com		
Correspondent Name:	Justin McNaughton		
Address Line 1:	424 CHURCH STREET, SUITE 2000		
Address Line 4:	NASHVILLE, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	21792.0015		
NAME OF SUBMITTER:	Sally Austin		
SIGNATURE:	/Sally Austin/		
DATE SIGNED:	09/11/2017		
Total Attachments: 6			

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TRADEMARK
REEL: 006150 FRAME: 0553

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Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of July 10 2017 ("Effective Date"), is between Look Good Naked, Inc., a Minnesota corporation with an address at 402 Main Street N., Ste 330 Stillwater, MN 55082 ("Assignor") and McCarrell Fitness Companies, LLC, a Florida limited liability company with an address at 3208 East Colonial Drive #303, Orlando, FL 32803 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the trademark LOOK GOOD NAKED, together with U.S. Registration No. 4,020,989 and all other common law rights, trade dress and trade names incorporating the LOOK GOOD NAKED trademark (the "Mark").

WHEREAS, Assignor has entered into that certain Trademark and Domain Name Purchase Agreement, dated July 10, 2017 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Mark, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Mark, and the goodwill associated therewith.

WHEREAS, Assignor mistakenly executed an assignment in favor of Look Good ~~Naked~~ LLC, as part of the Purchase Agreement closing documents, which was recorded, and Assignor and Assignee desire to correct the mistake with this Assignment because there is no entity named Look Good ~~Naked~~ LLC, and that prior assignment was null and void as a mistake.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Mark, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Mark and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Mark, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Mark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.
2. Assignor, as of the Effective Date, agrees to immediately cease using the Marks and further agrees, without further consideration, to cause to be performed such lawful acts and

to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon request and for no additional consideration, make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as, as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Mark to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

4. Assignor agrees to execute and deliver, at the request of Assignee and at Assignor's expense, any papers, instruments and assignments reasonably necessary to vest in Assignee all of the right, title and interest of Assignor in and to the Mark and any registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor. In the event Assignor is unable or unwilling to execute such documents, Assignor hereby irrevocably appoints each of Assignee as an attorney-in-fact to perform such duties on Assignor's behalf, such right being coupled with an interest.

5. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.

6. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Florida, without giving effect to the principles of conflicts of laws of the State of Florida and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

7. Assignor further covenants and agrees that the representations, warranties, covenants and agreements of Assignor contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

9. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office and the corresponding competent

registries, entities or agencies in any applicable foreign countries to record Assignee as the assignee and owner of the Mark.

[Signature page follows]

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed as of the above Effective Date.

ASSIGNOR:

Look Good Naked, Inc.

By: [Signature]
Name
of: Nathan Jespersen
Title: owner

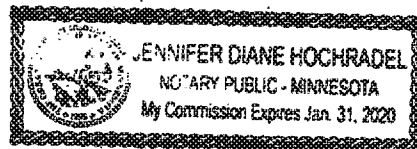
STATE OF MN)
) s.s.
COUNTY OF Washington

On this 25 day of July, 2017, before me personally appeared Nathan Jespersen known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
My commission expires: 1/31/2020

NOTARY PUBLIC



(Trademark Assignment Signature Page)

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RECEIPT INFORMATION

ETAS ID: TM435741
Receipt Date: 07/19/2017
Fee Amount: \$40

TRADEMARK

RECORDED: 08/24/2017

REEL: 006150 FRAME: 0559