

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grit Cycle		12/31/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Grit Fitness Centers, LLC		
Street Address:	234 East 17th Street		
Internal Address:	Suite 101		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92627		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5263282	GRITCYCLE	
Registration Number:	5248353	G GRIT CYCLE	
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:	714-641-5100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindsay J. Hulley c/o Rutan & Tucker LLP		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	14th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	029559.0000		
NAME OF SUBMITTER:	Lindsay J. Hulley		
SIGNATURE:	/Lindsay J. Hulley/		
DATE SIGNED:	01/03/2018		
Total Attachments: 3			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this "Assignment") is made and entered into as of December 31, 2017 (the "Effective Date") by and between Grit Cycle, LLC, a California limited liability company with a principal place of business at 234 East 17th Street, Suite ~~101~~¹¹³⁴⁴, Costa Mesa, California 92627 ("Assignor"), and Grit Fitness Centers, LLC, a California limited liability company, with a principal place of business at 234 East 17th Street, Suite 101, Costa Mesa, California 92627 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks and the corresponding trademark registrations, as well as the Internet domain name described in the attached Schedule A, and the goodwill appertaining thereto and incorporated herewith, and all other rights appurtenant, including without limitation, common law rights, title and interest (collectively, the "Assigned IP");

WHEREAS, it is Assignor's intention to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Assigned IP to Assignee; and

WHEREAS, it is Assignee's desire to purchase or acquire all of Assignor's right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of and symbolized by the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Assigned IP, together with the goodwill of the business symbolized in the Assigned IP, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter,

including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned IP, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Assigned IP and other corresponding rights in the Assignee. Assignor hereby consents to the recordation of this assignment with the United States Patent and Trademark Office and any other territories as appropriate. Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

GRIT CYCLE, LLC,
a California limited liability company

By: 

Name: MALISA WAYNE

Title: MANAGER

Assignee:

GRIT FITNESS CENTERS, LLC,
a California limited liability company

By: 


Name: MALISA WAYNE

Title: MANAGER

SCHEDULE A

Assigned IP

Trademarks

Trademark	Registration No.	Registration Date
GritCycle	5263282	August 15, 2017
	5248353	July 25, 2017

Domain Name

Domain Name	Registrar	Registration Date
gritcycle.com	eNom, Inc.	June 26, 2012

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