

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM465742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mode Nutrition, LLC		03/06/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Incline Health, Inc.		
Street Address:	4631 Johnson Road		
Internal Address:	Suite 1		
City:	Coconut Creek		
State/Country:	FLORIDA		
Postal Code:	33073		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87217273	SLEEPMODE	
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:	darren@heitnerlegal.com		
Correspondent Name:	Heitner Legal, PLLC		
Address Line 1:	215 Hendricks Isle		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Darren Heitner		
SIGNATURE:	/Darren Heitner/		
DATE SIGNED:	03/15/2018		
Total Attachments: 4			
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source=Download File (8)#page4.tif			

OP \$40.00 87217273

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of March 6, 2018 (“**Effective Date**”), between

MODE NUTRITION, LLC, a limited liability company duly organized under the laws of the State of Delaware, having a principal address located at 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323 (“**ASSIGNOR**”),

– AND –

INCLINE HEALTH, INC., a corporation duly organized and existing under the laws of the State of Florida, having a principal address located at 4631 Johnson Road, Suite 1, Coconut Creek, FL 33073 (“**ASSIGNEE**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. **Assignment and Transfer Of Intellectual Property.** ASSIGNOR hereby assigns and transfers to ASSIGNEE, its successors, assigns, and/or other legal representatives, all rights, title, goodwill, and interest, for the United States of America, its territories, dependencies and possessions, and in all countries, jurisdictions, and political entities foreign to the United States of America, in and to the following:
 - a) All subject matter (“**SUBJECT MATTER**”) disclosed in the trademark applications (the “**TRADEMARKS**”) listed on **Schedule A**, attached hereto;
 - b) All applications for legal protection to be obtained for the SUBJECT MATTER, including the respective TRADEMARKS, all applications claiming the benefit of priority from the respective TRADEMARKS, applications in other countries, rights and all legal equivalents thereof;
 - c) All legal protection to be obtained for the TRADEMARKS, including any and all renewals and extensions thereof;
 - d) Any and all causes of action and enforcement rights, including all rights to sue, counterclaim, and recover for any past, present, and future infringement of, or liabilities for, all legal protection to be obtained for the TRADEMARKS; and
 - e) All rights to apply for and receive, in the name of ASSIGNEE, any and all legal protection for the TRADEMARKS.
2. **Representations and Warranties.** ASSIGNOR hereby represents, warrants, and covenants that: (i) ASSIGNOR has the full right and ability to convey ASSIGNOR’s entire right, title, and interest herein conveyed, and that no assignment, sale, grant, mortgage, license or other agreement or encumbrance has been or will be made or entered into that would, or could,

affect the rights, titles, and interests conveyed herein; and (ii) ASSIGNOR has obtained the required consent of all persons needed to carry out this Agreement.

3. **Further Assurances.** ASSIGNOR hereby agrees to do each of the following, when requested by ASSIGNEE, in order to carry out in good faith the intent and purpose of this assignment and to perfect ASSIGNEE's rights pursuant to this Agreement:

- a) Promptly execute and deliver to ASSIGNEE or its legal representative any and all application papers, oaths, assignments, powers of attorney, and other documents or instruments that ASSIGNEE may consider necessary or desirable in order to apply for, perfect, maintain, issue, and enforce all protections in and to the TRADEMARKS, including assisting in the prosecution of all applications for legal protection that may be made;
- b) Cooperate with ASSIGNEE in every way possible in any interference, litigation, mediation, arbitration or other proceeding regarding the TRADEMARKS, any applications for legal protection that includes the SUBJECT MATTER and/or TRADEMARKS, or any legal protection for the SUBJECT MATTER and/or TRADEMARKS, including, without limitation, promptly providing to ASSIGNEE all pertinent facts and documents that are known and accessible to ASSIGNOR relating to the SUBJECT MATTER and/or TRADEMARKS, any applications for legal protection that includes the SUBJECT MATTER and/or TRADEMARKS, or any legal protection for the SUBJECT MATTER and/or TRADEMARKS, and testifying as to same in any proceeding; and
- c) Provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

4. **Power of Attorney.** ASSIGNOR hereby grants the firm of Heitner Legal, P.L.L.C. with the authority and power to insert on this document any further information that may be necessary or desirable for the purposes of recordation in the United States Patent & Trademark Office or similar offices of any foreign country.

5. **Miscellaneous.**

- a) This Agreement represents the complete understanding between the parties and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, whether oral or written, between the parties hereto with regard to the subject matter hereof.
- b) The headings of the Sections found in this Agreement are provided herein for convenience of reference only, and shall not be considered in construing their contents.
- c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

signature, Facsimile and other electronically transmitted signatures shall be binding upon receipt.

- d) This Agreement shall be enforced in accordance with the laws of the State of Florida, without regard to conflict of law principles relating thereto.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed as of the Effective Date set forth above.

MODE NUTRITION, LLC

Sign: _____

Name: _____

I have authority to bind Mode Nutrition, LLC

SCHEDULE A

Pursuant to the Assignment Agreement, dated March 6, 2018, to which this Schedule A is attached, ASSIGNOR hereby transfers and assigns to ASSIGNEE, its successors, assigns, or other legal representatives, all rights, titles, and interests in and to all subject matter disclosed in the following trademark application:

- Word Mark -- **SLEEPMODE**
 - Serial Number -- 87217273