

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lead Pistol, LLC		03/30/2018	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Technique Fitness, Inc.		
Street Address:	1515 Wynkoop St., Ste. 250		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4547408	LEADDOLPHIN	
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:	3038000579		
Email:	lisa@evercommerce.com		
Correspondent Name:	Lisa Hephner		
Address Line 1:	1515 Wynkoop St., Ste. 250		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Lisa Hephner		
SIGNATURE:	/LisaHephner-apr32018/		
DATE SIGNED:	04/03/2018		
Total Attachments: 3			
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OP \$40.00 4547408

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment") is made as of March 30, 2018, in favor of Technique Fitness, Inc., a Pennsylvania corporation (the "Purchaser"), by Lead Pistol, LLC, a Tennessee limited liability company ("Seller").

RECITALS:

A. The Seller and the Purchaser are parties to an Asset Purchase Agreement, dated as of March 30, 2018, by and among the Seller and the Purchaser (the "Purchase Agreement"), pursuant to which the Purchaser has agreed to buy, and the Seller has agreed to sell, the Assets.

B. This Assignment is being executed and delivered at the Closing pursuant to the Purchase Agreement.

C. All capitalized terms used in this Assignment and not otherwise defined will have the meanings ascribed to such terms in the Purchase Agreement.

D. Pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, their entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Assignor and related to the assets acquired pursuant to the Purchase Agreement, including, without limitation, the following trademark:

LeadDolphin - Registered June 10, 2014; Reg. No. 4547408; Ser. No. 86093399 (the "Assigned Trademark").

For the consideration described in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns and delivers to the Purchaser, its successors and assigns forever, free and clear of any liens or encumbrances, all of the Seller's legal and equitable right, title and interest in and to the Assigned Trademark, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, dilution, 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.

The Seller covenants that the Seller will do, execute and deliver, and will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for better assuring, conveying and confirming such conveyance of the Assigned Trademark to the Purchaser as the Purchaser shall reasonably require.

The Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer Assigned Trademark to the Purchaser, as assignee of the entire right, title, and interest therein or otherwise as the Purchaser may direct and, at the Purchaser's cost, to record and register this Assignment upon request by the Purchaser, its successors, assigns and legal representatives, or to such nominees as it

may designate. The Seller shall, at the Purchaser's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark are properly assigned to the Purchaser, or any assignee or successor thereto.

The Seller hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

The representations and warranties of the Seller, and the rights, remedies and obligations of any Party, under the Purchase Agreement shall not be deemed to be enlarged, limited, modified or altered in any way by this Assignment.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.


The Seller hereby constitutes and appoints the Purchaser as the Seller's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Seller but on behalf and for the benefit of the Purchaser and its successors and assigns, to demand, receive and collect the Assigned Trademark, to give receipts and releases for and in respect of any and all of the Assigned Trademark, and from time to time to institute and prosecute in the Seller's name, or otherwise for the benefit of the Purchaser and its successors and assigns, any and all proceedings at law, in equity or otherwise, that the Purchaser or its successors or assigns may deem proper for the collection or recovery of any of the Assigned Trademark or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign the Assigned Trademark to the Purchaser and its successors and assigns. The Seller declares that the foregoing powers are coupled with an interest and are and will be irrevocable by the Seller or by its dissolution or in any manner or for any reason whatsoever. Nothing in this Section will be deemed a waiver of any remedies otherwise available.

This Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of a signed copy of this instrument in connection with the Closing (as defined in the Purchase Agreement), if and only if the Closing is completed, (b) benefits and binds the Seller and the Seller's successors and assigns, and (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this instrument, the provisions of the Purchase Agreement will control.

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IN WITNESS WHEREOF, the Seller has caused this Assignment of Trademark to be executed by the Seller's duly authorized representative as of the date first written above.

LEAD PISTOL, LLC

By: 

Peter Stipher, President