

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosenthal & Rosenthal, Inc.		09/18/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Alife Holdings LLC		
Street Address:	1411 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2904051	ALIFE	
Registration Number:	2947573	ALIFE	
Registration Number:	4768862	ALIFE	
Registration Number:	4973669	ALIFE	
Registration Number:	4770470	ALIFE	
Registration Number:	4794249	ALIFE RIVINGTON CLUB	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Jennifer Donohue		
Address Line 1:	1717 K St., NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	033994.00012		
NAME OF SUBMITTER:	Jennifer Donohue		
SIGNATURE:	/jennifer donohue/		
DATE SIGNED:	04/09/2018		

OP \$165.00 2904051

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "*Assignment*"), is made as of September 16, 2017, by ROSENTHAL & ROSENTHAL, INC. (in such capacity, "*Assignor*"), to ALIFE HOLDINGS, LLC ("*Assignee*", and collectively with the Assignor, the "*Parties*").

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the following: (i) all of Assignor's trademarks, service marks, trade marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each listed on Exhibit A, the use thereof and symbolized thereby (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A attached hereto (collectively, the "*Trademark Rights*").

WHEREAS, Assignee has requested that Assignor execute an assignment suitable for recording, effective immediately, that assignee is the successor-in interest of the entire right, title and interest in and to the Trademark Rights and that Assignor has no further interest therein;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns and transfers to Assignee, without any representation or warranty of any kind, nature or description, and without recourse to Assignor, all of Assignor's right, title, and interest in the Trademark Rights. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this agreement.

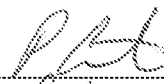
3. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

4. The internal laws of the State of New York (without reference to its rules as to conflict of laws) will govern the interpretation and enforcement of this Assignment.

5. The term "including" and its variants do not imply any limitation.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks on the date first written above.

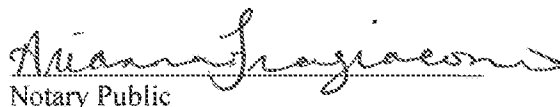
ROSENTHAL & ROSENTHAL, INC

By: 
Name: Peter Ausdin
Title: SVP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

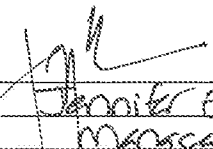
On the 10th day of September 2017, before me personally came PEW AUSTIN, to me known, who being by me duly sworn, did depose and say, that he/she is the SVP of ROSENTHAL & ROSENTHAL, INC., the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the board of directors of said company.

ARIANNA FRAGIACOMO
NOTARY PUBLIC, State of New York
No. 01FR8322804
Qualified in Orange County
Commission Expires April 13, 2019


Notary Public

ACKNOWLEDGED:

ALIFE HOLDINGS, LLC

By: 
Name: Jennifer Esteban
Title: Manager

Date: October 17, 2017

EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

(Trademarks)

(United States)

Country	Trademark	Serial/Reg. No.	Filing Date
USA	ALIFE Logo	76183503/2,904,051	December 20, 2000
USA	ALIFE Logo	76977296/2,947,573	December 20, 2000
USA	ALIFE	85104388/4,768,862	August 10, 2010
USA	ALIFE	86247432/4,973,669	April 9, 2014
USA	ALIFE	86976463/4,770,470	April 9, 2014
USA	ALIFE RIVINGTON CLUB	86492708	December 30, 2014
USA	ALIFE RIVINGTON CLUB	86492749/4,794,249	December 30, 2014
USA	RIVINGTON CLUB	86492695	December 30, 2014
USA	RIVINGTON CLUB	86492756	December 30, 2014