

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Body By Jake Global, LLC		05/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jake Steinfeld		
Street Address:	1925 Century Park East, Suite 2050		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1373726	BODY BY JAKE	
Registration Number:	1877452	BODY BY JAKE	
Registration Number:	1486704	DON'T QUIT	
Registration Number:	4687921	DON'T QUIT	
Registration Number:	4687919	DON'T QUIT MUSIC	
CORRESPONDENCE DATA			
Fax Number:	3105564617		
<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:	3105561956		
Email:	mmartin@fpllaw.com		
Correspondent Name:	Michael P. Martin		
Address Line 1:	1925 Century Park East, Suite 2050		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Michael P. Martin		
SIGNATURE:	/Michael P. Martin/		
DATE SIGNED:	05/04/2018		
Total Attachments: 4			
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ASSIGNMENT OF U.S. TRADEMARK APPLICATIONS

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of , 2018 ("Effective Date") by and between Body By Jake Global, LLC, a Delaware Limited Liability Company, having an address of 1925 Century Park East, Suite 2050, Los Angeles, CA 90067 ("Assignor"), and Jake Steinfeld, a United States Citizen, having a business address of 1925 Century Park East, Suite 2050, Los Angeles, CA 90067 ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks, including without limitation, the United States Trademark Applications set forth on Schedule A attached hereto, together, with the goodwill of the business associated therewith and the right to sue for past infringement and collect damages therefore (collectively, the "Marks"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Marks.

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

1. Assignor hereby assigns, transfers and contributes to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Marks including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, 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 or payments due and 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 Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor assumes no liability to Assignee or to third parties with respect to the quality characteristics of the goods or services offered, manufactured, sold or otherwise distributed by Assignee. Assignee agrees to defend, indemnify and hold harmless Assignor, its officers, employees and agents from any and all claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities and costs and expenses of every nature, including reasonable attorney's fees, relating to or arising out of the provision, manufacture, sale or other distribution of any products or services subsequent to the Effective Date.

3. Assignor represents and warrants that Assignor owns the Marks and has the right to enter into this Agreement and to grant to Assignee the rights granted by Assignor to

Assignee in this Agreement.

4. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office or any domain registers, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record and register Assignee as the official owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

5. In the event any provision of this Assignment is determined to be unenforceable under or in conflict with the law of any applicable jurisdiction, such provision shall be deemed omitted from this Assignment, but the validity and enforceability of the remaining provisions shall not be affected by such deemed omission.

6. This Assignment shall be governed by the laws of the State of California without regard to the conflict of law principles thereof.

7. This Assignment contains the entire agreement between the parties with regard to the subject matter hereof and supersedes all other statements, representations and agreements pertaining to such subject matter.

8. The language in all parts of this Assignment shall be in all cases construed according to its fair and usual meaning, and not strictly for or against any of the parties hereto.

9. Except as otherwise provided in this Assignment, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

10. This Assignment may be signed in counterparts. Signatures by facsimile or electronic transmission shall be acceptable and binding.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment as of the date first set forth above.

ASSIGNOR

BODY BY JAKE GLOBAL, LLC

By Jake Stenfeld
Name: Jake Stenfeld
Title: Finance COO

ASSIGNEE

JAKE STEINFELD

By Jake Steinfeld
Name: Jake Steinfeld
Title: _____

SCHEDULE A

United States Trademark Registrations:

BODY BY JAKE

Registration No.: 1,373,726

Goods and Services: Classes 16, 20, 25 and 41

BODY BY JAKE

Registration No. 1,877,452

Goods and Services: Classes 9 and 28

DON'T QUIT

Registration No. 1,486,704

Goods and Services: Classes 9, 16 and 25

DON'T QUIT

Registration No. 4687921

Goods and Services: Class 9

DON'T QUIT MUSIC

Registration No. 4687919

Goods and Services: Class 9