

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLEET FEET, INCORPORATED		05/17/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	FITLOSOPHY, INC.		
Street Address:	260 Newport Center Drive		
Internal Address:	Suite 100		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3441694	FITLOSOPHY	
CORRESPONDENCE DATA			
Fax Number:	6152591470		
<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:	6152591308		
Email:	haverly.macarthur@arlaw.com		
Correspondent Name:	Haverly MacArthur		
Address Line 1:	424 Church Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	025882-2		
NAME OF SUBMITTER:	Haverly MacArthur		
SIGNATURE:	/Haverly MacArthur/		
DATE SIGNED:	05/24/2018		
Total Attachments: 1			
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EXHIBIT A

SHORT FORM ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is effective as of the 17th day of May, 2018, by and between FLEET FEET, INCORPORATED ("Assignor"), and FITLOSOPHY, INC. ("Assignee").

RECITALS:

A. Assignor has adopted, has continuously used, is using and is the sole owner of the service Mark "FITLOSOPHY" (United States Patent and Trademark Office Registration Number 3,441,694) (the "Mark"); and

B. Assignee desires to acquire all rights in the Mark and to record this Assignment in the United States Patent and Trademark Office; and

C. Assignor is willing to assign all rights to the Mark and the goodwill of the business symbolized by the Mark to Assignee pursuant to the terms of the Intellectual Property Assignment Agreement executed previously by the parties, which terms are hereby incorporated by reference ("Assignment Agreement").

AGREEMENT:

Now, therefore, for other good and valuable consideration, receipt of which is hereby acknowledged,

1. The recitals set forth above are hereby incorporated into the Agreement.
2. Assignor hereby assigns to Assignee all worldwide right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark in the manner set forth in the Assignment Agreement.
3. Assignor agrees to furnish to Assignee upon its request and at Assignee's expense, all assignments, transfers, affidavits, certificates, certifications and other documents and assurances as Assignee may request in order to confirm the fact of Assignee's ownership of the Mark.
4. To the extent there is any conflict between the terms contained in this Agreement and the Assignment Agreement, the Assignment Agreement shall control.

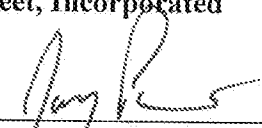
IN WITNESS WHEREOF, FLEET FEET, INCORPORATED and FITLOSOPHY, INC. have caused this Agreement to be signed by their respective corporate officers or authorized representatives as of the day and year first above written:

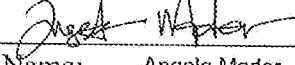
ASSIGNOR

ASSIGNEE

Fleet Feet, Incorporated

Fitlosophy, Inc.

By: 
Name: Cory Fowler
Its: CEO

By: 
Name: Angela Mader
Its: President