

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Positex, Inc. d/b/a OPTP		08/31/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	PI Acquisition, LLC
Street Address:	3800 Annapolis Lane North
Internal Address:	Suite 165
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55447
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1913172	SI-LOC
Registration Number:	4467859	THE STAR ROLLER
Registration Number:	5339975	PRO-ROLLER
Registration Number:	4517501	OPTP
Registration Number:	5333704	OPTP
Registration Number:	5329758	AXIS
Serial Number:	87148032	STRETCH OUT STRAP
Serial Number:	87650434	THE ORIGINAL OPTP
Serial Number:	87878124	DIRECTIONAL EXERCISES

CORRESPONDENCE DATA

Fax Number: 6152482954

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.

Phone: 615-742-7944

Email: trademarks@bassberry.com

Correspondent Name: Martha B. Allard

Address Line 1: 150 3rd Ave. S.

Address Line 2: Suite 2800

TRADEMARK

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER: 117100-271

NAME OF SUBMITTER: Martha B. Allard

SIGNATURE: /Martha B. Allard/

DATE SIGNED: 09/14/2018

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into as of August 31, 2018, by and among Positex, Inc. d/b/a OPTP, a Minnesota corporation ("Assignor"), and PI Acquisition, LLC ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee acquired all intellectual property rights to Seller's Intellectual Property (as defined in the Asset Purchase Agreement), including, without limitation, the intellectual property identified on Schedules 1-3 attached hereto and incorporated herein by reference (collectively hereinafter, the "Intellectual Property"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Asset Purchase Agreement and for the purposes of assigning and evidencing the assignment of the Intellectual Property and all goodwill related to or symbolized by such Intellectual Property from Assignor to Assignee.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all rights, titles, and interests in and to the Intellectual Property, throughout the world, together with the goodwill of the business symbolized by the Intellectual Property, including, without limitation, any and all causes of action and other rights assertable under the Intellectual Property, the right to sue third parties for infringement of or improper activities regarding the Intellectual Property, and the right to enjoy all of the monetary benefits obtained as a result of any exploitation thereof or litigation related thereto, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. This Assignment is absolute, exclusive and irrevocable.
3. Further Assurances. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by Assignee to evidence this Assignment with applicable registrars and/or government agencies. Assignor further covenants that Assignor will, upon the Assignee's reasonable request and without further consideration, promptly provide to Assignee all pertinent facts, documents and specimens relating to the Intellectual Property and all legal equivalents as may be known or accessible to Assignor.

4. No Additional Representations and Warranties; Terms of the Asset Purchase Agreement. This Assignment is made without any representations and warranties other than those representations and warranties set forth in the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. Assignor hereby acknowledges and agrees that the representations, warranties, covenants, and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

5. Governing Law. This Agreement, and any claims that arise out of or result from this Agreement, shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to any conflicts of laws principles that would require the application of any other Law.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

7. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

SELLER-ASSIGNOR:

BUYER-ASSIGNEE:

POSITEX, INC. D/B/A OPTP

PI ACQUISITION, LLC

By: Sharon C. Schroeder

By: _____

Name: Sharon C. Schroeder
Title: Chief Executive Officer

Name: Mark E. Isaacs
Title: Vice President and Secretary

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 006438 FRAME: 0838

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

SELLER-ASSIGNOR:

POSITEX, INC. D/B/A OPTP

By: _____

Name: Sharon C. Schroeder
Title: Chief Executive Officer

BUYER-ASSIGNEE:

PI ACQUISITION, LLC

By:  _____

Name: Mark E. Isaacs
Title: Vice President and Secretary

[Signature Page to IP Assignment Agreement]

SCHEDULE 1

REGISTERED OR APPLIED FOR TRADEMARKS

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country
SI-LOC	App 768511 Reg TMA457914	App 15-NOV-1994 Reg 24-MAY-1996	Canada
Axis	App 87428183 Reg 5329758	App 27-APR-2017 Reg 07-NOV-2017	U.S.
directional exercises	App 87878124 (Application filed as an intent-to-use application)	App 16-APR-2018	U.S.
OPTP	App 87354587 Reg 5333704	App 01-MAR-2017 Reg 14-NOV-2017	U.S.
OPTP	App 86036137 Reg 4517501	App 13-AUG-2013 Reg 22-APR-2014	U.S.
Pro-Roller	App 87428185 Reg 5339975	App 27-APR-2017 Reg 21-NOV-2017	U.S.
the ORIGINAL OPTP	App 87650434 (Application filed as an intent-to-use application)	App 18-OCT-2017	U.S.
	App 85874636 Reg 4467859	App 13-MAR-2013 Reg 14-JAN-2014	U.S.
SI-LOC	App 74547447 Reg 1913172	App 11-JUL-1994 Reg 22-AUG-1995	U.S.
stretch out strap	App 87148032	App 23-AUG-2016	U.S.

MATERIAL UNREGISTERED TRADEMARKS

TOOLS FOR FITNESS. KNOWLEDGE FOR HEALTH.

[Schedule 1 to IP Assignment]



OPTP

Seller uses numerous product names that are not the subject of any applications or registrations. Seller may own trademark rights in some or all such product names.

[Schedule 1 to IP Assignment]

TRADEMARK
REEL: 006438 FRAME: 0841

SCHEDULE 2

DOMAIN NAMES

DOMAIN NAME	REGISTRANT
OPTP.COM	ASSIGNOR
STRETCHOUTSTRAP.COM	ASSIGNOR
FOAM-ROLLER.COM	ASSIGNOR

[Schedule 2 to IP Assignment]

**SCHEDULE 3
COPYRIGHTS**

Title	Reg. No.	Reg. Date
OPTP	TX0006480762	10/16/2006
OPTP	TX0006293506	01/03/2006
OPTP	TX0006142773	12/03/2004
OPTP	TX0005867818	09/20/2003
OPTP	TX0005631470	07/08/2002
OPTP	TX0005402361	08/06/2001
OPTP	TX0005135446	07/17/2000
OPTP	TX0004969363	08/09/1999
OPTP	TX0004906102	05/14/1999
OPTP	CSN0127369	2006
OPTP	CSN0127369	2005
OPTP	CSN0127369	2004
OPTP	CSN0127369	2003
OPTP	CSN0127369	2002
OPTP	CSN0127369	2001
OPTP	CSN0127369	2000
OPTP	CSN0127369	1999
OPTP	CSN0127369	1998
OPTP Catalog	TX0007217643	03/08/2010
OPTP Catalog.	TX0007246899	04/10/2009
OPTP Professional Catalog. [Published: 2016-01-01. Issue: vol. 35]	TX0008192667	02/05/2016
OPTP Professional Catalog. [Published: 2016-01-20. Issue: vol. 36]	TX0008325401	10/06/2016
OPTP Professional Catalog. [Published: 2017-02-20. Issue: vol. 37]	TX0008380825	02/23/2017
OPTP Professional Catalog Vol 32. [Published: 2014-09- 01. Issue: vol. 32]	TX0007910622	09/15/2014
OPTP Professional Catalog Vol 33. [Published: 2015-02- 01. Issue: vol. 33, no. 33, Feb 1, 2015]	TX0008177519	02/11/2015
OPTP Professional Catalog Vol 34.	TX0008135894	09/18/2015

[Schedule 3 to IP Assignment]

**TRADEMARK
REEL: 006438 FRAME: 0843**

Title	Reg. No.	Reg. Date
OPTP Professional Catalog Volume 25. [Published: 2010-11-08. Issue: vol. 25]	TX0007261629	11/24/2010
OPTP Professional Catalog Volume 26. [Published: 2011-05-16. Issue: vol. 26]	TX0007378523	06/16/2011
OPTP Professional Catalog Volume 27. [Published: 2012-02-01. Issue: vol. 27, 2012]	TX0007551676	07/03/2012
OPTP Professional Catalog Volume 28	TX0007591839	09/17/2012
OPTP Professional Catalog Volume 29. [Published: 2013-02-04. Issue: vol. 29, 2013]	TX0007708278	03/18/2013
OPTP Professional Catalog Volume 30. [Published: 2013-09-05. Issue: vol. 30, 2013]	TX0007756469	10/09/2013
OPTP Professional Catalog Volume 31. [Published: 2014-02-03. Issue:]	TX0007810242	02/24/2014
OPTP Volume 20 Product Catalog : Tools for Fitness, Knowledge for Health.	TX0006860606	11/05/2007
OPTP Catalog, V 21, FOP Bi- Annual. [Published: 2008-03- 03. Issue: vol. 21]	TX0007006087	03/18/2008

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[Schedule 3 to IP Assignment]