TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM507902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2019		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rorion Gracie		01/01/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Gracie Intellectual Property, LLC	
Street Address:	920 Garden St.	
Internal Address:	c/o Koenig & Associates	
City:	Santa Barbara	
State/Country:	CALIFORNIA	
Postal Code:	93101	
Entity Type:	Limited Liability Company: CALIFORNIA	

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4455477	ACADEMIA GRACIE
Registration Number:	4161576	BULLYPROOF
Registration Number:	3986122	CERTIFIED GRACIE JIU-JITSU TRAINING CENT
Registration Number:	2997282	GRACIE
Registration Number:	4321278	GRACIE BRAND
Registration Number:	3573305	GRACIE BULLY PROOF
Registration Number:	4067844	GRACIE BULLYPROOF
Registration Number:	4522196	GRACIE BULLY PROOF
Registration Number:	3938269	GRACIE CHALLENGE
Registration Number:	3359775	GRACIE COMBATIVES
Registration Number:	4206534	GRACIE COMBATIVES
Registration Number:	2076885	GRACIE GEAR
Registration Number:	4481315	GRACIE GIRL
Registration Number:	3803544	GRACIE INSIDER
Registration Number:	3998536	GRACIE JIU JITSU
Registration Number:	1972360	GRACIE JIU-JITSU
Registration Number:	1929719	GRACIE JIU-JITSU ACADEMY

TRADEMARK

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Property Type	Number	Word Mark			
Registration Number:	3673777	GRACIE UNIVERSITY			
Registration Number:	3927084	JR. COMBATIVES			
Registration Number:	3545497	MASTER CYCLE			
Registration Number:	2055170	THE GRACIE CHALLENGE			
Registration Number:	1534728				
Registration Number:	3998537				
Registration Number:	5095682				
Registration Number:	3909380	WOMEN EMPOWERED			
Registration Number:	3348681	WOMEN EMPOWERED			

CORRESPONDENCE DATA

Fax Number: 8055648262

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: 8059654400
Email: Kurt@incip.com
Correspondent Name: Kurt Koenig
Address Line 1: 920 Garden St.

Address Line 4: Santa Barbara, CALIFORNIA 93101

NAME OF SUBMITTER:	Kurt Koenig	
SIGNATURE:	/Kurt Koenig/	
DATE SIGNED:	01/30/2019	

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This Trademark Assignment is made as of **January 1, 2019** ("Effective Date") between **Rorion Gracie**, an individual ("**Assignor**") and **Gracie Intellectual Property, LLC**, a California limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A ("Marks"), together with common law rights therein and the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("Goods and Services");

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of his right, title, and interest in and to the Marks together with all common law rights and the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby sells, grants, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks in perpetuity, together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) the right to renew any trademark application or registration related to the Marks.
- 2. Assignor hereby authorizes all appropriate empowered officials in relevant jurisdictions related to the Marks to transfer all registrations and applications for the Marks to Assignee as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee all registrations which may issue with respect to any pending applications.
- 3. Assignor hereby agrees to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Marks to Assignee. Assignor hereby appoints Assignee, with the full power of substitution therein, as his true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Agreement has been executed as of the Effective Date.

Rorion Gracie

By:

A GO AN MILE Rorion Gragie

SCHEDULE A

	Mark	Design (if applic.)	Country	Applic. Serial No. / Registration No.	Applic. Filing Da Registration Date
1.	ACADEMIA GRACIE		•	85404207	08/22/2011
	Temperation		USA	4455477	12/24/2013
2 .	BULLYPROOF			77815149	08/28/2009
	D e BBITING e I		USA	4161576	06/19/2012
3.	CERTIFIED GRACIE JIU-JITSU		* **	77560907	09/03/2008
<i>J</i> .	TRAINING CENTER		USA	3986122	06/28/2011
4 .	GRACIE		T 10 A	78372450	02/23/2004
•••			USA	2997282	09/20/2005
	GRACIE BRAND		T I G A	77576155	09/22/2008
Ο.			USA	4321278	04/16/2013
6.	GRACIE BULLY PROOF			77184205	05/17/2007
0.			USA	3573305	$\frac{05/10/2009}{02/10/2009}$
7.	GRACIE BULLYPROOF			77883726	12/01/2009
, ,			USA	4067844	12/06/2011
8.	GRACIE BULLYPROOF			85054342	06/03/2010
0.			USA	4522196	04/29/2014
9.	GRACIE CHALLENGE	USA	77401732	02/20/2008	
			USA	3938269	03/29/2011
10.	GRACIE COMBATIVES			78948994	08/09/2006
			USA	3359775	12/25/2007
	GRACIE COMBATIVES		USA	85097333	07/30/2010
			USA	4206534	09/11/2012
12.	GRACIE GEAR		TICA	75011159	10/27/1995
			USA	2076885	07/08/1997
13 .	GRACIE GIRL			77336999	11/26/2007
			USA	4481315	02/11/2014
14.	GRACIE INSIDER			771 45 819	04/02/2007
		USA	3803544	06/15/2010	
15.	GRACIE JIU JITSU			77576152	09/22/2008
		USA	3998536	07/19/2011	
16.	GRACIE JIU-JITSU			74586009	10/14/1994
		USA	1972360	05/07/1996	
17.	GRACIE JIU-JITSU ACADEMY			74586011	10/14/1994
			USA	1929719	10/24/1995
18.	GRACIE UNIVERSITY		USA	77342727	12/03/2007
				3673777	08/25/2009

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SCHEDULE A

	Mark	Design (if applic.)	Country	Applic. Serial No. / Registration No.	Applic. Filing Date Registration Date
19.	JR. COMBATIVES		USA	77829248 3927084	09/17/2009 03/01/2011
20.	MASTER CYCLE		USA	$\frac{77221001}{3545497}$	07/02/2007 12/09/2008
21 .	THE GRACIE CHALLENGE		USA	75107715 2055170	05/22/1996 04/22/1997
22 .	Triangle (Design Only)	A	USA	73744034 1534728	08/04/1988 04/11/1989
23 .	Triangle (Design Only)	A	USA	77576163 3998537	09/22/2008 07/19/2011
24 .	Triangle (Design Only)		USA	85850087 5095682	02/14/2013 12/06/2016
25.	WOMEN EMPOWERED		USA	78902336 3909380	06/06/2006 01/18/2011
26 .	WOMEN EMPOWERED		USA	78978691 3348681	06/06/2006 12/04/2007

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RECORDED: 01/30/2019