

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509053

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kathleen Kvalvik		01/25/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southwestern Consulting, Inc.		
<b>Street Address:</b>	2451 Atrium Way		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37214		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5386998	HARMONY METHOD	
<b>Registration Number:</b>	5386999	HARMONY GIRL	
<b>Registration Number:</b>	5387000	HARMONY GUY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6158008918		
<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>			
<b>Phone:</b>	615-800-8919		
<b>Email:</b>	amy@everhartlawfirm.com		
<b>Correspondent Name:</b>	Amy J. Everhart		
<b>Address Line 1:</b>	202 Fifth Avenue South		
<b>Address Line 4:</b>	Franklin, TENNESSEE 37064		
<b>NAME OF SUBMITTER:</b>	Amy J. Everhart		
<b>SIGNATURE:</b>	/Amy J. Everhart/		
<b>DATE SIGNED:</b>	02/07/2019		
<b>Total Attachments: 10</b>			
source=Assignment 012519#page1.tif			
source=Assignment 012519#page2.tif			
source=Assignment 012519#page3.tif			
source=Assignment 012519#page4.tif			

OP \$90.00 5386998

source=Assignment 012519#page5.tif  
source=Assignment 012519#page6.tif  
source=Assignment 012519#page7.tif  
source=Assignment 012519#page8.tif  
source=Assignment 012519#page9.tif  
source=Assignment 012519#page10.tif

## ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Kathleen Kvalvik ("Kvalvik") hereby irrevocably and exclusively assigns, conveys, and transfers to Southwestern Consulting, Inc. ("SWC"), all of her right, title and interest, if any, in and to those assets listed on Schedule A attached hereto and incorporated herein by reference (the "Assets"), and all Intellectual Property rights therein and related thereto, throughout the world, including all modifications thereto and derivative works arising from Assets, and all tangible embodiments of any of the foregoing, in any form and in any media, in the possession, custody, or control of Kvalvik, and including any and all registrations, applications for registration, and exclusive licenses related thereto and all issuances, extensions and renewals thereof.

Such rights conveyed herein include, without limitation, (i) the exclusive right to grant licenses and rights under and with respect to any of the Assets, and to sue for any infringement occurring before or after the Effective Date of this Assignment as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and (ii) the exclusive right to apply for and obtain statutory rights and registrations with respect to any of the Assets in the United States and anywhere else in the world. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assets cannot be assigned, Kvalvik irrevocably agrees to assign and transfer, and hereby assigns and transfers to SWC all rights (including, without limitation, all economic and commercialization rights) that can be assigned to the fullest extent permissible; and Kvalvik irrevocably agrees to grant, and hereby grants, to SWC an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to the Assets that cannot be assigned as contemplated herein.

At SWC's request, Kvalvik will execute or cause the execution of any and all additional documents and instruments or take all actions that may now or hereafter be reasonably necessary or desirable to effectuate the purpose of this Agreement.

"Intellectual Property" shall mean any or all intellectual property rights of every kind, arising anywhere in the world, and all rights in, arising out of, associated with or equivalent thereto, including all: (A) patents, patent applications, provisional patents and utility models and applications therefor and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (B) trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof; (C) copyrights (whether registered or unregistered) and registrations and applications for registration thereof; (D) rights in data, databases or other compilations of fact; (E) trade secrets and other confidential or proprietary information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, marketing and other business systems, research and development information, drawings, specifications, designs, plans, proposals, financial and marketing plans and customer and supplier lists and information); (F) uniform resource locator and World Wide Web addresses and domain names and applications and registrations therefor; (G) works of authorship including computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works; (H) right to claim authorship to or to object to any distortion, mutilation, or other modification or

**TRADEMARK**

**REEL: 006553 FRAME: 0714**

other derogatory action in relation to a work, whether or not such would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty; and (I) the right to income from the exploitation of any of the foregoing; (J) the contract and license relates related to any of the foregoing; and (K) the goodwill associated with any of the foregoing.

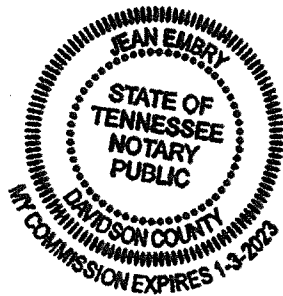
**KATHLEEN KVALVIK**

Signature: [Handwritten Signature]

STATE OF Tennessee )  
COUNTY OF Davidson )

Before me this 25<sup>th</sup> day of January, 2019, personally appeared Kathleen Kvalvik, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that she executed the same of her own free will for the purposes therein expressed.

[Handwritten Signature]  
Notary Public



**SOUTHWESTERN CONSULTING, INC.**

Signature: [Handwritten Signature]

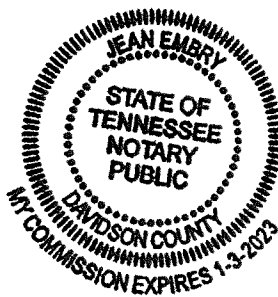
By: Tim Nowak

Its: CFO

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me this 25<sup>th</sup> day of January, 2019, personally appeared Kathleen Kvalvik to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

[Handwritten Signature]  
Notary Public



## SCHEDULE A

a) all mailing lists, customer lists, advertising and promotional materials, and account histories of Harmony Method Group, Inc. ("Seller") and Kathleen Kvalvik dba the Performance Empowerment Group;

b) all Intellectual Property Assets of Seller and Kathleen Kvalvik relative to Seller and /or the Performance Empowerment Group, including, without limitation, all of the copyrights, patents, trademarks, service marks, logos, slogans, images, designs, content, concepts, inventions, trade secrets, special know-how, name and likeness rights of Kathleen Kvalvik, and other intellectual property of Seller and Kathleen Kvalvik dba the Performance Empowerment Group, and the goodwill and revenues derived therefrom, and all registrations, instruments, and evidences of ownership related thereto; further including, without limitation, the following specific (but not all-inclusive) items:

### REGISTERED TRADEMARKS:

HARMONY METHOD, USPTO Registration no. 5,386,998;

HARMONY GIRL, USPTO Registration no. 5,386,999;

HARMONY GUY, USPTO Registration no. 5,387,000.

### UNREGISTERED TRADEMARKS:

KATY KVALVIK

PERFORMANCE EMPOWERMENT GROUP

PERFORMANCE EMPOWERMENT

All others as discovered or created

### CONTENT:

The Harmony Method program, Performance Empowerment Group, and related content, and all of the following product, including, without limitation, podcasts, web page content, videos, social media content, blog entries, articles, programs, webinars, and the like, including, without limitation:

### Online content:

1. Flat Belly & All Day Energy Strategy
2. Harmony Method Institute Programs
  - a. Program 1: Easy Nutrition  
Program 1 Bonuses:
    - Healthy food choices on the go (\$47)
    - Harmony Method® Budget (\$47)
    - Healthy Substitutions (\$47)
    - Signs & Symptoms Uncovered (\$47)
    - 4 part webinar series (\$197)
  - b. Program 2A: Intermediate Nutrition  
Program 2A Bonuses:

TRADEMARK

REEL: 006553 FRAME: 0716

- Dairy Choices (\$47)
- 411 on Gluten (\$47)
- c. Program 2B: Advanced Nutrition  
Program 2B Bonuses:
  - The Secrets To Aging Gracefully (\$97)
  - The Harmony Method® Three Day Cleanse (\$57)
- d. Program 3: Fitness  
Program 3 Bonuses:
  - The Basics Of Injury Prevention (\$97)
  - Complete Guide To Travel Fitness Routines (\$47)
- e. Program 4: Mind
  - Overview Of Sleep (\$147)

Podcast

1. Harmony Method TV – Take Charge of Your Health & Your Life

Other Content

1. 493 videos ranging from 6-60 minutes (30+ hours of content that has not been transcribed, which would be 1000s of pages of content)
2. 750 social media posts/ content
3. The Mind, Body & Life Harmony Method Blog (72 video blog posts/ copy)
4. Lessons Of Life And Mastery
5. Cross Culture Communication
6. Performance Empowerment Leadership Overview
7. Designing Your Legacy
8. Mental Emotional Release Framework
9. Empowering Your Purpose Workshop
10. Harmony Method Detox
11. Integrative Leadership Framework
12. Wheel For Integrative Leadership
13. Being In Your Center
14. Self-Care
15. Harmony Method 10,5,2,1 Year Plan
16. Communication Model
17. Five Principles For Success
18. State-Vs-Goal
19. Keys To An Achievable Outcome
20. The Presuppositions Of NLP
21. Prime Directives Of The Unconscious Mind
22. Observing Other People
23. Rapport
24. Representational Systems Preference Test
25. Predicates

26. List Of Predicate Phrases
27. Favored Representational Systems
28. Intonation Patterns
29. Eye Pattern Chart
30. Eye Pattern Questions
31. Submodalities Points
32. Examples Of Triggers In NLP Contexts
33. Submodalities Like To Dislike Script
34. Submodalities Belief Change Script
35. Submodalities Checklist
36. Swish Patterns
37. SubModalities Swish Pattern Script
38. The Conscious Use Of Language
39. Presuppositions
40. Hierarchy Of Ideas
41. Milton Model
42. Metaphor Outline
43. The Meta Model
44. Anchoring
45. State Elicitation Script
46. States For Stacking Anchors
47. Collapse Anchors
48. Chaining Anchors
49. New Orleans Flexibility Drill
50. NLP Change Personal History
51. Physiology Of Excellence
52. Representational Systems
53. Motivation Strategies
54. Strategies
55. Learning Strategies
56. NLP Notation
57. Strategy Elicitation
58. Reframing
59. Six-Step Reframe
60. Meta Model III
61. NLP Model of Therapy
62. Parts Integration
63. Dissociative Technique
64. Elicitation Of The Time Line #1
65. First Test Of Elicitation
66. Discovering The Root Cause
67. Negative Emotions #1
68. The 3 Things To Check At Position #3
69. General Reframes
70. Steps For Putting A Single Goal In Your Future
71. Fast Phobia Model
72. Suggested Family Therapy Model
73. Negotiating—Influencing
74. The Meeting Format

75. List of Predicates
76. List Of Predicate Phrases
77. Strategies Framework
78. Facilitation of Group Process
79. Learning and Training Styles
80. Expanding Awareness in Training
81. Milton Model Patterns in Training
82. Hypnotic Language
83. Effective Feedback
84. NLP Modeling
85. The Satir Categories for Speaking
86. 5 Step Sales Process
87. Breakthrough Session
88. Values Elicitation
89. Basic Meta Programs
90. How To Do A Personal Breakthrough Session
91. Cartesian Logic
92. Awareness- Face The Facts
93. Define What Living A Healthy Life Means To You
94. Identify The Areas In Your Life You Most Want To Improve
95. Set Intentions
96. Overview Of Nutrition- The Basics
97. Food And Energy Journal
98. Harmony Method □ Phase 1- Adding In To Crowd Out
99. Phase 1- Strategies
100. What Has To Go From Your Diet
101. Pantry Clean Out
102. Healthy Substitutions in food
103. Kitchen Inventory List
104. Shopping List And Template For Food
105. Shopping Strategy For Food
106. 5-Day Harmony Method □ Meal Plan
107. Recipes
108. Build A Meal Template
109. Home Cooking Strategies
110. Harmony Method □ Phase 2 Overview
111. Harmony Method □ Maintenance
112. Phase 2 Strategies
113. Build a 7-Day Meal Plan And Template
114. Food And Grocery Delivery Options
115. Most Common Mistakes And How to Avoid Them
116. Strategies To Stay On Target/ To Get Back On The Path
117. Navigation on Eating Out
118. Strategies On How To Transition to Organic Food
119. Brands I Love That Are Healthy/ Healthy Substitutions
120. Intro to Most Common Food Sensitivities And Allergies
121. Review Of Intentions/ Update
122. Harmony Method □ Individuality Guiding Principles for Nutrition
123. Overview Of The 11 Systems Of The Body



124. Major Organs Of The Body
125. Aligning To Your Center
126. Overview Of Most Common Dietary Theories
127. Intro To Digestion
128. Understanding Digestion
129. 2<sup>nd</sup> Brain- The Gut/Brain Connection
130. Mouth Hygiene- How It Is Connected
131. Overview Of Reflux, Heartburn, GERD
132. Overview Digestion Problems/Disease
133. More Advanced Digestion Problem
134. Top Things To Do For Healthy Digestion
135. Learning About Sugar
136. 11 Steps For Dealing With Sugar Addiction
137. Strategies Of Getting Off Sugar
138. Glycemic Load/ Glycemic Index
139. Learning About Inflammation
140. Acute vs. Chronic Inflammation
141. Understanding Low-Grade Chronic Inflammation
142. Learning About Salt
143. Refined vs. Unrefined Salt
144. Sodium/ Minerals
145. Time Management Awareness
146. Time Management Overview
147. Time Management Action Plan
148. Primary Energy Overview
149. Harmony Method □ Nutrition Phase 3 Overview
150. S.W.O.T. Overview
151. Gut Flora: Understanding How To Heal And Seal The Gut
152. Overview Of Dairy
153. Overview Of Gluten
154. Review Of Intentions/ Update
155. Embracing Your Uniqueness/ Self Mastery
156. What It Is To Be In Your Center
157. Overview of Macronutrients- Protein, Fat, And Carbohydrates
158. Intro To Cells
159. Overview Of Cells
160. Cell Mem-Brain/ Cytoskeleton
161. Nervous System/ Neurons
162. What You Eat, Drink, And Think Becomes Your Reality
163. Overview of Vitamins And Minerals
164. Overview of Supplements
165. Supplement Essentials
166. Health Food Charts-Organized Breakdown of Healthy Food
167. Harmony Method □ Nutrition Phase 4
168. Overview of Superfoods
169. Top Superfoods For The Busy Person
170. Overview of Organic Food
171. Tour of Natural Food Store/ How To Navigate
172. Top Tips For Managing Your Weight

173. Most Common Mistakes in Navigating Health
174. Setting Goals And Action Steps
175. Visualization Exercise
176. The Secrets to Aging Gracefully, Part 1: Body
177. The Harmony Method □ 3-Day Cleanse
178. Detoxing Choices- Overview Of Detoxing
179. Review Of Intentions/ Update
180. 5 Pillars Of Fitness For Aging Gracefully
  - i. Breath Management
  - ii. Strength
  - iii. Endurance
  - iv. Flexibility & Balance
181. Peak Performance Strategies
182. Aging Gracefully Strategies
183. Why Should You Workout?
184. Track Your Progress- Measure Your Success
185. Cardio Suggestions
186. Overview Of Heart Rate
187. The Skeletal System
188. The Muscular System: Macro
189. The Muscular System: Micro
190. Changing Our Habits- Steps
191. Harmony Method® Individuality For Fitness
192. Top Performer Strategies
193. SMART Goals
194. Yoga Overview
195. Breath Awareness/ Breath Management
196. Strength Training Overview- Dos And Don'ts
197. Overview Of Fitness Plan
198. Somatotype System- 3 body types
199. Harmony Method® Fitness Levels
200. Harmony Method® 6-Week Fitness Plan
201. Injury Prevention And Cross Training
202. Injury Management
203. Most Common Mistakes In Fitness
204. The Secrets Of Highly Motivated Individuals
205. Posture Overview
206. Review Of Intentions/ Update
207. Overview Of The Harmony Method® In Detail
208. Overview Of Functional Medicine And Integrative Health
209. Anatomy Of The Brain- Macro/ Micro
210. Parts Of The Brain
211. Structures Of The Brain
212. Cranial Nerves And Cerebrospinal Fluid
213. Blood Supply And Cells Of The Brain
214. Endocrine System And Hormones Overview
215. HPA/HPT/ HPG Axis
216. Symptoms Of Hormone Imbalance
217. Rhythms And Cycles Of The Body

218. Circadian Rhythm And Ayurveda Clock
219. Meridian Clock
220. Overview Of Stress
221. Understanding Cortisol- The Main Stress Hormone
222. Adrenal Fatigue
223. Causes Of Food And Life Cravings
224. The Emotional Box
225. Head And Heart Hunger
226. Emotional Eating
227. Loving Patterns And Paradigms of Food
228. Energetics Of Food
229. Inner Emotional And Mental Barriers
230. Barrier Breakthrough Strategy
231. Mindful Listening
232. Risk/ Benefit Tool
233. Manifesting Tool
234. Overview Of Sleep Quality
235. Transformation Model
236. Overview Of Communication
237. Communication Model
238. Information Flow
239. Unconscious/ Conscious Mind
240. Lens And Filters
241. Values
242. Mind-Body Connection
243. Your Thoughts, Beliefs, And Values Become Your Reality
244. Your Interpretation Becomes Your Story
245. Overview of Neuroplasticity
246. Values
247. Feelings And Emotions
248. Knots And Looping
249. Breaking The Loop
250. Overview of Meditation
251. Carl Jung's System
252. Shadow Integration
253. Creating Harmony
254. Holistic Yin/Yang Process
255. Core Principles Of The Harmony Method

c) all registrations, social media accounts, URL's, email addresses, domains, websites (and content thereon), hosting arrangements/agreements, links, and digital images relative to Seller and Kathleen Kvalvik dba the Performance Empowerment Group, including, without limitation, the following specific (but not all-inclusive) internet domain names (and the websites located thereon) and all variants owned by, registered to, and/or held by Seller and/or Katy Kvalvik dba the Performance Empowerment Group, including, without limitation:

DOMAIN NAMES AND ASSOCIATED WEBSITES:

1.	<a href="http://www.performanceempowermentgroup.com">www.performanceempowermentgroup.com</a>
2.	<a href="http://www.pegroup.co">www.pegroup.co</a>
3.	<a href="http://www.katykvalvik.com">www.katykvalvik.com</a>
4.	<a href="http://www.harmonymethod.com">www.harmonymethod.com</a>
5.	<a href="http://www.harmonygirlprograms.com">www.harmonygirlprograms.com</a>
6.	<a href="http://www.harmonyguyprograms.com">www.harmonyguyprograms.com</a>
7.	<a href="http://www.katykvalvik.co">www.katykvalvik.co</a>
8.	<a href="http://www.harmonymethodgroup.com">www.harmonymethodgroup.com</a>

- d) all social media accounts, including, without limitation Facebook, Google Plus, LinkedIn, Twitter and YouTube accounts, used by Seller and/or Katy Kvalvik dba the Performance Empowerment Group, and all content thereon.
- e) complete transfer of all source codes, passwords, and authorizations for the systems and networks of Seller and of Kathleen Kvalvik dba the Performance Empowerment Group.
- f) all database back-up files (prior 90 days) of Seller and Kathleen Kvalvik relative to Seller and/or the Performance Empowerment Group;
- g) the business entity name Harmony Method Group, Inc. and the trade name Performance Empowerment Group, and any derivatives thereof, and the goodwill and revenues derived therefrom;
- h) phone and fax numbers of Seller;
- i) all social media accounts, including, without limitation Facebook, Google Plus, LinkedIn, Twitter and YouTube accounts, used by Seller and Kathleen Kvalvik dba the Performance Empowerment Group in its ordinary course of business.
- j) third party commercial software and databases used or held for use and copies of all licenses or service agreements relative to Seller and/or Kathleen Kvalvik dba the Performance Empowerment Group, including, without limitation: Click Funnels and Word Press
- k) Assumed material contracts relative to Seller and/or Kathleen Kvalvik dba the Performance Empowerment Group, including, without limitation:
- (i) Credit card processing agreement;
  - (ii) Hosting agreement;
  - (iii) Service agreements; and
  - (iv) Coaching agreements.