

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510884

<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>
SAVVIER, LP		02/10/2019	Limited Partnership: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAVVIER FITNESS LLC		
<b>Street Address:</b>	1493 POINSETTIA AVE		
<b>Internal Address:</b>	STE 139-141		
<b>City:</b>	VISTA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92081		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3285762	GLIDING	
<b>Registration Number:</b>	3301646	GLIDING	
<b>Registration Number:</b>	3351074	BENDER BALL	
<b>Registration Number:</b>	4319182	BARRE SOX	
<b>Registration Number:</b>	4573797	TABATA BOOTCAMP	
<b>Registration Number:</b>	4990518	TABATA BOOTCAMP	
<b>Registration Number:</b>	5216257	BARRE ABOVE	
<b>Registration Number:</b>	5216258	BARRE ABOVE	
<b>Registration Number:</b>	5543298	TABATA BOOTCAMP	
<b>Registration Number:</b>	5557214	TABATA GX	
<b>Serial Number:</b>	87503100	SEX ON THE BAR	
<b>Serial Number:</b>	87687460	EXTREME CHAOS	
<b>Serial Number:</b>	87786116	BOOTY KICKER	
<b>Serial Number:</b>	87904752	BALLESTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5402423993		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 5402704021  
**Email:** mailroom@charterip.com  
**Correspondent Name:** Matthew J Lattig  
**Address Line 1:** PO BOX 64  
**Address Line 4:** The Plains, VIRGINIA 20198-2641

<b>NAME OF SUBMITTER:</b>	Matthew J Lattig
<b>SIGNATURE:</b>	/Matthew J Lattig/
<b>DATE SIGNED:</b>	02/21/2019

**Total Attachments: 2**  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of the 10<sup>th</sup> day of February, 2019 by SAVVIER, LP, a California limited partnership (“Assignor”), to SAVVIER FITNESS, LLC., a California limited liability company having a principal place of business at 1493 POINSETTIA AVE., STE 139-141, VISTA, CA 92081, (“Assignee”).

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor’s right, title, and interest in, to, and under, together with the goodwill of the business symbolized by, each of the following registered United States trademarks and/or pending applications for trademark below, (hereafter the “TABLE A marks”), as well as all foreign rights throughout the world corresponding to these TABLE A marks:

**TABLE A -- MARKS TO BE ASSIGNED**

Serial Number	Reg. Number	Trademark
87327628	5557214	TABATA GX
87503100		SEX ON THE BAR
87786116		BOOTY KICKER
87687460		EXTREME CHAOS
87904752		BALLETONE
86936299	5216258	BARRE ABOVE
86936281	5216257	BARRE ABOVE
85812276	5543298	TABATA BOOTCAMP
85699695	4319182	BARRE SOX
85365741	4990518	TABATA BOOTCAMP
85365730	4573797	TABATA BOOTCAMP
78796924	3285762	GLIDING
78423272	3301646	GLIDING
77107458	3351074	BENDER BALL

WHEREAS, Assignor is the sole owner of the TABLE A marks identified above and all foreign rights throughout the world corresponding to the TABLE A marks;

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to and under the TABLE A marks; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration in the sum of five dollars (\$5.00), (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of such Assignor’s respective right, title, and interest in, to, and under the TABLE A marks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, 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 such Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without

limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the TABLE A 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.

Assignor authorizes and requests the Commissioner of Patents of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the TABLE A marks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the TABLE A marks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the TABLE A marks.

This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of the State of California.

The undersigned hereby grant(s) the law firm of Charter IP, LLC the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**  
SAVVIER, LP

By: /Jeff Tuller/  
Name: Jeff Tuller  
Title: President, Savvier LP

**ASSIGNEE:**  
SAVVIER FITNESS LLC

By: /Jeff Tuller/  
Name: Jeff Tuller  
Title: MANAGING MEMBER