

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunshine Fitness Resources, LLC		01/17/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Shannon Fable		
Street Address:	4116 Somerset Court		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80503		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Daxko, LLC		
Street Address:	600 University Park Place		
Internal Address:	Suite 500		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4271997	GROUPEX PRO	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	2052541036		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	C. BRANDON BROWNING		
Address Line 1:	1901 Sixth Avenue North		
Address Line 2:	Suite 2400		
Address Line 4:	BIRMINGHAM, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	23108.0005		

CH \$40.00 4271997

NAME OF SUBMITTER:	C. BRANDON BROWNING
SIGNATURE:	/C. Brandon Browning/
DATE SIGNED:	03/13/2019
Total Attachments: 5 source=FULLY EXECUTED - Trademark Assignment#page1.tif source=FULLY EXECUTED - Trademark Assignment#page2.tif source=FULLY EXECUTED - Trademark Assignment#page3.tif source=FULLY EXECUTED - Trademark Assignment#page4.tif source=FULLY EXECUTED - Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 17, 2019, is made and entered into by Sunshine Fitness Resources, LLC, a Colorado limited liability company ("Assignor"), and Shannon Fable, an individual resident in the State of Colorado (the "Member"), in favor of Daxko, LLC, an Alabama limited liability company ("Assignee"). Capitalized terms used but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. Assignor is the owner of all right, title and interest in and to each trademark (including common law rights, and including all registrations, renewals and applications thereof), trade names, service marks, trade dress, logos and corporate names, along with the goodwill associated therewith, in the name on record listed on the attached **Schedule A** (collectively, the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and attaching thereto (the "Goodwill").

B. Assignor, Assignee and the Member are parties to that certain Asset Purchase Agreement, dated January 17, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee, and Assignee has agreed to accept, all of Assignor's right, title and interest in and to the Trademarks and Goodwill on the attached **Schedule A**, as successor to the Purchased Assets and that portion of the Business symbolized by the Trademarks and pertaining thereto.

NOW, THEREFORE, Assignor and Assignee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, in perpetuity, all of Assignor's right, title, and interest in and to the Trademarks and Goodwill, throughout the world, including without limitation, (a) all rights of any kind whatsoever of Assignor accruing under or provided by applicable law of any jurisdiction or any international treaties, convention or otherwise; (b) the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong in relation to any of the Trademarks and Goodwill, or any license, agreement, contract or other matter relating thereto, worldwide and forever; and (c) the right to receive any and all royalties, fees, income, payments, and other proceeds now or hereafter owing or payable with respect to any of the Trademarks or Goodwill.

2. Further Assurances. Assignor and the Member for itself and herself and their respective heirs, successors and assigns hereby agree to execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers and other appropriate documentation, and to take all additional actions, necessary or appropriate to effectuate, validate and record this Assignment, including, without limitation, to execute one or more further assignments covering the Trademarks and Goodwill in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign trademark offices.

3. Equitable Remedies. The Member and Seller hereby acknowledge and agree that a violation of this Assignment by the Member or Seller could cause irreparable and substantial damage and harm to Assignee and could constitute a failure of consideration, and that money damages alone could be inadequate to compensate Assignee and would not be an adequate remedy for such violation(s). Accordingly, the Member and Seller hereby agree that, in the event of any breach or threatened breach by

the Member or Seller of this Assignment Assignee shall be entitled to obtain from any court of competent jurisdiction (in any jurisdiction) preliminary and permanent injunctive or other equitable relief to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of this Assignment, without the necessity of showing actual damages or furnishing a bond or other security, and in the case of a temporary restraining order, such relief may be granted ex parte and without the necessity of a full hearing on the evidence. Such remedy shall be cumulative and not exclusive, and shall be in addition to any other remedy Assignee may have, including, without limitation, any right to recover damages and the repayment of all profits, compensation, commissions, remuneration and benefits directly or indirectly realized in connection with a breach of this Assignment.

4. Binding Effect. This Assignment and the covenants and agreements contained herein shall be binding upon Assignor and its survivors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

5. Headings. The captions or headings in this Assignment are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Assignment.

6. Governing Law. This Assignment shall be governed by, and controlled, construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles that would require the application of the laws of any other state, and the federal laws of the United States.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Amendments. No amendment, modification, or termination of this Assignment will be deemed valid unless in writing and signed by Assignor and Assignee.


9. Purchase Agreement. This Assignment does not limit the rights, obligations, representations, warranties and/or indemnifications provided in the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized agents as of the day and year first above written.

Assignor:

SUNSHINE FITNESS RESOURCES, LLC

By: 

Name: Shannon Fable

Its: President and Chief Executive Officer

Assignee:

DAXKO, LLC

By: _____

Name: _____

Its: _____

The Member:


Shannon Fable

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized agents as of the day and year first above written.

Assignor:

SUNSHINE FITNESS RESOURCES, LLC

By: _____

Name: Shannon Fable

Its: President and Chief Executive Officer

Assignee:

DAXKO, LLC

By: Winston H. Gillum, Jr.

Name: WINSTON H. GILLUM, JR.


Its: CEO

The Member:

Shannon Fable

Schedule A

REGISTERED TRADEMARKS

Mark	Current Owner	Reg. No.	Jurisdiction	Current Reg Date
 GroupEx PRO (GroupEx Pro + Design)	Sunshine Fitness Resources, LLC	4271997	U.S.	Jan. 8, 2013

UNREGISTERED TRADEMARKS

1. GROUPEX PRO (with or without design)