

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM537855

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FC Brand, LLC		01/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FC Boston Holdings, Inc.
Street Address:	15 Channel Center St, Comm Unit 101
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4816810	FIIT VERB [FIGHT] 1. FIGHT INTENSITY INT
Registration Number:	4845940	EVBF
Registration Number:	4878053	HIGH-FIVE
Registration Number:	4932539	ALWAYS IN THE FIGHT
Registration Number:	4932538	FIGHTITFORWARD
Registration Number:	4964914	EVERYBODY FIGHTS.
Registration Number:	4973751	WHYIFIGHT
Registration Number:	5003496	UNLEASH YOUR INNER FIGHTER
Registration Number:	5016882	EBF
Registration Number:	5020108	BAGWORK BY GEORGE
Registration Number:	5062263	FIGHTERS WEAR BLACK
Registration Number:	5133217	FIGHTOLOGY
Registration Number:	5174158	FU3L
Registration Number:	5188599	FIGHT SCHOOL
Registration Number:	5205094	EBF
Registration Number:	5357930	ALWAYS IN THE FIGHT
Registration Number:	4511906	EVERYBODY FIGHTS.
Registration Number:	5520351	BAGSXBODY
Registration Number:	5628411	UNLEASH YOUR INNER FIGHTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5637856	TRAIN LIKE A BOXER
Registration Number:	5770131	LIVE LIKE A FIGHTER
Serial Number:	87485007	THE MINDFUL FIGHTER
Serial Number:	86736600	THE BOX BY GEORGE FOREMAN III
Serial Number:	87250493	FIGHT FOR ANYTHING AND EVERYTHING THAT M
Serial Number:	87263811	LIVE. TRAIN. FIGHT.
Serial Number:	87250450	THE FIGHTING SPIRIT
Serial Number:	87199124	EVERYBODY FIGHTS
Serial Number:	87420697	THE MINDFUL FIGHTER
Serial Number:	87640374	TRAIN LIKE A BOXER
Serial Number:	87263761	FIGHT X
Serial Number:	88169985	CHOOSE TO FIGHT

CORRESPONDENCE DATA

Fax Number:

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: 857-241-1368

Email: ayr@casneredwards.com

Correspondent Name: Steven M. Ayr

Address Line 1: 303 Congress Street

Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: 59504

NAME OF SUBMITTER: Steven M. Ayr

SIGNATURE: /Steven M. Ayr/

DATE SIGNED: 08/23/2019

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Effective Date: 1/1/2019

This Intellectual Property Assignment Agreement (the “**Agreement**”) is entered into as of the Effective Date written above by FC Brand, LLC, a Delaware limited liability company (the “**Assignor**”) and FC Boston Holdings, Inc., a Delaware corporation (the “**Assignee**”) (collectively, the “**Parties**”).

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in association with the dissolution of the Assignor, a wholly-owned subsidiary of the Assignee, the Parties hereby agree as follows:

- 1. The Work.** The Work is defined as those registered patents and patent applications, trademark registrations and trademark applications, copyright registrations and copyright applications, including all foreign registrations and applications, and all registrations that such applications may mature into, as set forth on Exhibit A hereto, along with all inventions, original works of authorship, and good-will related thereto, claimed, described, or encompassed therein, or practiced thereby.
- 2. Rights.** Rights are defined as collectively, all right, title, and interest in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, international convention, or the common law in the United States of America or any foreign country, to the full end of the term for which said Rights may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made. The Rights include all right, title, and interest in and to such other such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Work or such other patents, and any right, title and interest Assignor may have in applications to which the Work or Rights claim priority. Rights further include all of Assignor’s rights, title, and interest arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of intellectual or industrial property by filing any such applications for patent, trademark, or copyright, including but not limited to any cause(s) of action and damages accruing prior to this assignment.
- 3. The Assignment.** The Assignor hereby assigns its Rights in the Work to the Assignee, its successors, assigns, and legal representatives.
- 4. Official Action.** Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office, the Register of Copyrights, and the empowered officials of all other governments to issue such Rights or patents and registrations as shall be granted

upon the Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

5. **Counterparts.** This Agreement may be executed in two or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and electronic, digitally reproduced, and facsimile signatures will be effective as originals.
6. **Modification.** No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both Assignor and Assignee, making specific reference to this Assignment by date, parties, and subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

FC Brand, LLC



By: *Anthony Rich*

Title: *Managing Member*

FC Boston Holdings, Inc.



By: *Anthony Rich*

Title: *President*

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

EXHIBIT A

IP Office	Title/Literal Element	Application #	Registration #	Class/Classification Numbers
USPTO	THE MINDFUL FIGHTER	87485007		25
USPTO	THE BOX BY GEORGE FOREMAN III	86736600		41
USPTO	FIGHT FOR ANYTHING AND EVERYTHING THAT MATTERS	87250493		025, 045
USPTO	LIVE. TRAIN. FIGHT.	87263811		41
USPTO	THE FIGHTING SPIRIT	87250450		25
USPTO	EVERYBODY FIGHTS	87199124		5
USPTO	THE MINDFUL FIGHTER	87420697		016, 041
USPTO	TRAIN LIKE A BOXER	87640374		41
USPTO	FIGHT X	87263761		41
USPTO	FIIT VERB [FIGHT] 1. FIGHT INTENSITY INTERVAL TRAINING	86500940	4816810	41
USPTO	EVBF	86585292	4845940	25
USPTO	HIGH-FIVE	86183952	4878053	9
USPTO	ALWAYS IN THE FIGHT	86775038	4932539	41
USPTO	FIGHTITFORWARD	86774054	4932538	45
USPTO	EVERYBODY FIGHTS.	85984108	4964914	9
USPTO	WHYIFIGHT	86332209	4973751	25
USPTO	UNLEASH YOUR INNER FIGHTER	86917277	5003496	41
USPTO	EBF	86844838	5016882	41
USPTO	BAGWORK BY GEORGE	86503666	5020108	41

USPTO	FIGHTERS WEAR BLACK	86774986	5062263	025, 035
USPTO	FIGHTOLOGY	87082035	5133217	041, 045
USPTO	FU3L	86794363	5174158	44
USPTO	FIGHT SCHOOL	86938679	5188599	41
USPTO	EBF	87223574	5205094	25
USPTO	ALWAYS IN THE FIGHT	87223538	5357930	25
USPTO	EVERYBODY FIGHTS.	85802987	4511906	025, 041
USPTO	BAGSXBODY	87263775	5520351	41
USPTO	UNLEASH YOUR INNER FIGHTER	87223582	5628411	25
USPTO	TRAIN LIKE A BOXER	87918039	5637856	41
USPTO	LIVE LIKE A FIGHTER	87274336	5770131	41
USPTO	CHOOSE TO FIGHT	88169985		025, 041
Japan (JP)	Everybody Fights.	A0054412	1278036	025, 041
China (CN)	Everybody Fights.	A0054412	16749622	025, 041
EUIPO (EM)	Everybody Fights.	A0054412	1278036	025, 041
WIPO (IB/WO)	Everybody Fights.	A0054412	1278036	025, 041
Mexico (MX)	Everybody Fights.	A0054412		025, 041