

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LDLA Holdings, LLC		05/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Strategic Partners, Inc.		
Street Address:	9800 De Sota Ave.		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2705646	HEART SOUL	
Registration Number:	4664063	HS HEART SOUL	
CORRESPONDENCE DATA			
Fax Number:	7145577991		
<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:	7145577990		
Email:	trademarks@mrlp.com		
Correspondent Name:	Taylor C. Foss		
Address Line 1:	17901 Von Karman Avenue, Suite 1000		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	5769-0125-47		
NAME OF SUBMITTER:	Taylor C. Foss		
SIGNATURE:	/s/ Taylor C. Foss		
DATE SIGNED:	10/22/2019		
Total Attachments: 3			
source=Trademark Assignment for Recording with the USPTO_Redacted#page1.tif			
source=Trademark Assignment for Recording with the USPTO_Redacted#page2.tif			
source=Trademark Assignment for Recording with the USPTO_Redacted#page3.tif			

**TRADEMARK ASSIGNMENT
FOR RECORDING WITH THE USPTO**

This Trademark Assignment (the "Assignment") is made as of May 8, 2019, by and among LDLA Holdings, LLC, [REDACTED] (collectively "Assignor"), Delaware limited liability companies, with an address of 1515 E. 15th Street Los Angeles, California 90021, and Strategic Partners, Inc. ("Assignee"), a California corporation with an address of 9800 De Soto Ave. Chatsworth, California 91311.

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations listed in Exhibit A attached hereto, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into a Trademark Assignment Agreement dated May __, 2019 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is deemed to be executed and delivered within the State of California, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of California without regard to its conflicts of law principles.

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, enter into this Assignment as of the Effective Date.

Dated: May 8, 2019

LDLA Holdings, LLC

By: _____



Signature

Print Name

YONGBIN LUO

Title

Dated: May 8, 2019



Dated: May 8, 2019

Dated: May _____, 2019

Strategic Partners, Inc.

By: _____

Signature

Print Name

Title

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, enter into this Assignment as of the Effective Date.

Dated: May _____, 2019

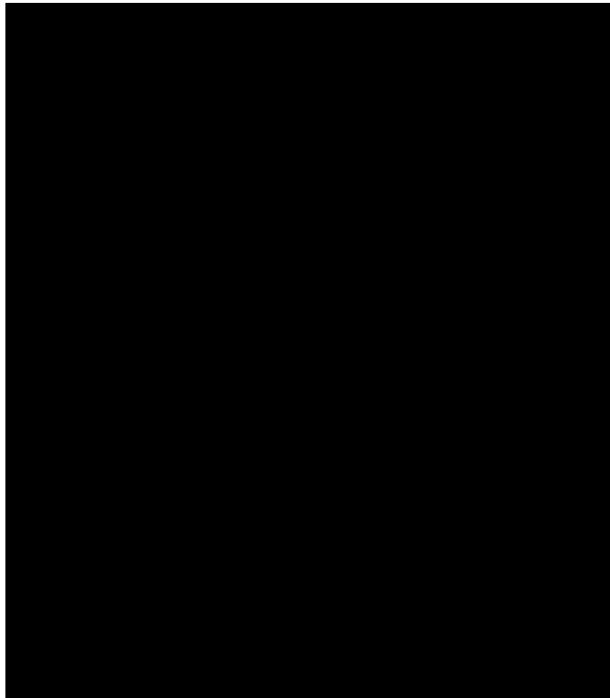
LDLA Holdings, LLC

By: _____
Signature

Print Name

Title

Dated: May _____, 2019



Dated: May _____, 2019

Dated: May 8, 2019

Strategic Partners, Inc.
By: *Mike Singer*
Signature

Mike Singer
Print Name

CEO
Title