

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jonathan David Toker		10/31/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Toker Engineering LLC		
Street Address:	PO Box 4456		
City:	Thousand Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91359		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3251675	SALTSTICK	
Registration Number:	3180140	SALTSTICK	
Registration Number:	3866820	SALTSTICK	
Registration Number:	4699388	FASTCHEWS	
Registration Number:	5118891	VITASSIUM	
Registration Number:	5761173	GET YOUR LIFE BACK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	uspto@saltstick.com		
Correspondent Name:	Jonathan Toker		
Address Line 1:	PO Box 4456		
Address Line 4:	Thousand Oaks, CALIFORNIA 91359		
NAME OF SUBMITTER:	Jonathan David Toker		
SIGNATURE:	/jonathan david toker/		
DATE SIGNED:	10/31/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), effective as of October 31, 2019, is entered into between Toker Engineering LLC, California ("Company"), and Jonathan David Toker, an individual ("Shareholder"). Company and Shareholder are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Shareholder is the owner or registrant of certain marks used in the business of Company, which marks are set forth on Exhibit A hereto ("Marks");

WHEREAS, Shareholder desires to assign all right, title and interest in and to the Marks to Company; and

WHEREAS, Company desires to acquire same right, title and interest in and to the Marks from Shareholder.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, Shareholder and Company agree as follows:

1. Assignment of the Marks. Shareholder hereby assigns and transfers or causes to be assigned and transferred to Company, and Company agrees to assume, all right, title and interest in and to the Marks, together with any associated goodwill, including without limitation the right to sue for and recover damages with respect to any and all past, present and future infringements of the Marks.
2. Continuing Support. Shareholder will work in good faith with Company to effectuate the transfer of the Marks, including promptly taking such actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of the Company in, to and under the Marks.
3. Payment. The Parties agree that the transfer of the Marks is without monetary compensation, and neither Party shall be required to remit payment to the other Party for the transfer of the Marks.
4. Injunctive Relief. The Parties agree that, in the event of Shareholder's breach of this Agreement, the harm to Company may be irreparable, damages may be difficult to ascertain, and monetary relief may not provide an adequate remedy for the breach. Accordingly, Shareholder agrees that in the event of Shareholder's breach of this Agreement, Company shall be entitled to seek injunctive and other equitable relief, without any requirement to post a bond or other security.
5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of California, without effect to any choice of law or conflict of law provision or rule.
6. Severability. The terms and conditions of this Agreement are severable. In the event that a judicial determination is made that any provision of this Agreement is illegal or unenforceable, all other terms shall remain in force. The term or condition held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the Parties'

intention.

7. Binding Agreement. This Agreement is binding on the respective officers, directors, members, heirs, executors, administrators, personal representatives, agents, successors and assigns of the Parties.
8. Entire Agreement. The Parties agree that this Agreement embodies the entire agreement of the Parties with respect to the specific subject matter hereof. Any modification to this Agreement must be in a writing subscribed to by the Parties.
9. No Waiver. Any failure of either Party at any time or times to enforce its respective rights under any provision of this Agreement shall not be construed to be a waiver of such provision or the right of either Party to enforce such provision at a subsequent time.
10. Counterparts & Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which, undertaken together, shall constitute one and the same instrument. A scanned .pdf copy, photocopy or facsimile of the original signed document containing all signatures and exhibits will have the same force and effect as the original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

SHAREHOLDER:


Jonathan David Toker

COMPANY:

TOKER ENGINEERING LLC

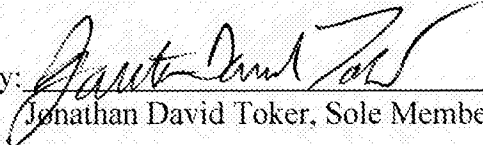
By: 
Jonathan David Toker, Sole Member of Company

Exhibit A

Marks

Trademark	Jurisdiction	Class	Serial #	Reg #	Reg Date	Registrant
SaltStick	USA	20	78722304	3180140	12/5/2006	Jonathan David Token
SaltStick	USA	5	78946960	3251675	6/12/2007	Jonathan David Token
SaltStick	European Union	5 & 20		945232	8/29/2007	Jonathan David Token
SaltStick logo	USA	5	77943652	3866820	10/26/2010	Jonathan David Token
Faschews	USA	5	86349270	4699388	3/10/2015	Jonathan David Token
Vitassium	USA	5	87052465	5118891	1/10/2017	Jonathan David Token
Get Your Life Back	USA	44	88028558	5761173	5/28/2019	Jonathan David Token

TRADEMARK

REEL: 006783 FRAME: 0879

RECORDED: 10/31/2019