

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fit Pay, Inc.		11/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Garmin International, Inc.		
Street Address:	1200 E. 151st Street		
Internal Address:	Legal Department - IP		
City:	Olathe		
State/Country:	KANSAS		
Postal Code:	66062		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87651553	FITPAY	
Serial Number:	87655747		
Serial Number:	87769199	FLIP	
Serial Number:	87769210		
CORRESPONDENCE DATA			
Fax Number:	9133979079		
<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:	913-397-8200		
Email:	trademarks@garmin.com		
Correspondent Name:	Garmin International, Inc.		
Address Line 1:	1200 E. 151st Street		
Address Line 2:	Legal Department - IP		
Address Line 4:	Olathe, KANSAS 66062		
NAME OF SUBMITTER:	David V. Ayres		
SIGNATURE:	/David V. Ayres/		
DATE SIGNED:	11/22/2019		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

WHEREAS, FIT PAY, INC., a corporation duly organized under the laws of the Delaware, and having its principal place of business at 5650 El Camino Real, Suite 205, Carlsbad, CA 92008, (hereinafter "Assignor") has acquired rights in and to the trademarks listed in Exhibit A attached hereto (the "Marks"); and

WHEREAS, Garmin International, Inc., a corporation duly organized under the laws of Kansas, and having its principal place of business at 1200 East 151st Street, Olathe, Kansas, 66062, (hereinafter "Assignee") is desirous of acquiring any and all rights, title and interest in the Marks that Assignor may have, including but not limited to, any right Assignor may have to use the Marks in commerce, or to hold or apply for registrations thereof, together with any goodwill of the business symbolized by the Marks.

NOW, THEREFORE, in consideration of the sums set forth in the Asset Purchase Agreement and of the mutual promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Assignor, hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, any and all right, title and interest Assignor may have in and to the Marks, including, but not limited to, any right to prosecute applications for the registration thereof in any trademark office or similar office in any country worldwide, and to hold and renew the registrations thereof, together with the goodwill of the business symbolized by the Marks, together with any and all causes of action and other rights assertable under the Marks, including, if available, the right to sue third parties for infringement of or improper activities regarding the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, all of the foregoing to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

AND, ASSIGNOR HEREBY further covenants that it will, from time to time, execute, deliver and acknowledge to Assignee all such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to more effectively evidence or record the assignment and transfer of the interest of Assignor, in and to the Marks. Assignor hereby covenants and agrees that it will not oppose Assignee's adoption, use or registration of the Marks or attempt to cancel any such registrations of Assignee.

EXECUTED this 21st day of November, 2019.

FIT PAY, INC.


By 

Name: Douglas G. Boessen


Title: Director

Exhibit A

Fit Pay – Registered Trademarks

Mark as filed with the USPTO	Trademark	Serial Number	Filing Date	Reg. Number	Registration Date
FITPAY	FITPAY	87651553	12/19/2017	5485573	6/5/2018
	wave in circle (design)	87655747	10/23/2017	5475539	5/22/2018
FLIP	FLIP	87769199	1/24/2018	5869086	9/24/2019

Fit Pay – Pending Trademarks

Mark as filed with the USPTO	Trademark	Serial Number	Filing Date
	coin (design)	87769210	1/24/2018