

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAVVIER, LP		12/22/2019	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SAVVIER FITNESS LLC		
Street Address:	1493 POINSETTIA AVE		
City:	VISTA		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87374468	ABOVE THE BARRE DANCE & FITNESS CENTER	
Serial Number:	87374483	ABOVE THE BARRE	
CORRESPONDENCE DATA			
Fax Number:	5402423993		
<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:	5402704021		
Email:	mlattig@charterip.com		
Correspondent Name:	Matthew J Lattig		
Address Line 1:	PO BOX 64		
Address Line 4:	The Plains, VIRGINIA 20198		
NAME OF SUBMITTER:	Matthew J Lattig		
SIGNATURE:	/Matthew J Lattig/		
DATE SIGNED:	01/14/2020		
Total Attachments: 2			
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OP \$65.00 87374468

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 22nd day of December, 2019 by SAVVIER, LP, a California limited partnership ("Assignor"), to SAVVIER FITNESS, LLC., a California limited liability company having a principal place of business at 1493 POINSETTIA AVE., STE 139-141, VISTA, CA 92081, ("Assignee").

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under, together with the goodwill of the business symbolized by, each of the following registered United States trademarks and/or pending applications for trademark below, (hereafter the "marks"), as well as all foreign rights throughout the world corresponding to these two (2) marks:

U.S. Trademark Appl. Ser. No.	MARK
87374468	ABOVE THE BARRE DANCE & FITNESS CENTER
87374483	ABOVE THE BARRE

WHEREAS, Assignor is the sole owner of the marks identified above and all foreign rights throughout the world corresponding to the marks;

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to and under the marks; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration in the sum of five dollars (\$5.00), (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of such Assignor's respective right, title, and interest in, to, and under the marks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the marks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the marks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the marks.

This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of the State of California.

The undersigned hereby grant(s) the law firm of Charter IP, LLC the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:
SAVVIER, LP

By: /Jeff Tuller/
Name: Jeff Tuller
Title: President, Savvier LP

ASSIGNEE:
SAVVIER FITNESS LLC

By: /Jeff Tuller/
Name: Jeff Tuller
Title: MANAGING MEMBER