

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591402

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grit Cycle, LLC		02/23/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grit Fitness Centers, LLC		
<b>Street Address:</b>	234 East 17th Street		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Costa Mesa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92627		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4641351	GRITTY UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	714-641-5100		
<b>Email:</b>	trademarks@rutan.com		
<b>Correspondent Name:</b>	Lindsay J. Hulley c/o Rutan & Tucker LLP		
<b>Address Line 1:</b>	611 Anton Boulevard		
<b>Address Line 2:</b>	14th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	031210.0001		
<b>NAME OF SUBMITTER:</b>	Lindsay J. Hulley		
<b>SIGNATURE:</b>	/Lindsay J. Hulley/		
<b>DATE SIGNED:</b>	08/11/2020		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of February 23, 2018 (the "Effective Date") by and between Grit Cycle, LLC, a California limited liability company, with a principal place of business at 234 East 17<sup>th</sup> Street, Suite 101, Costa Mesa, California 92627 ("Assignor"), and Grit Fitness Centers, LLC, a California limited liability company, with a principal place of business at 234 East 17<sup>th</sup> Street, Suite 101, Costa Mesa, California 92627 ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of the United States trademark and the corresponding trademark registration on the attached Schedule A, and the goodwill appertaining thereto and incorporated herewith, and all other rights appurtenant, including without limitation common law rights, title and interest (the "Assigned Trademark");

**WHEREAS**, it is Assignor's intention to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademark to Assignee;

**WHEREAS**, it is Assignee's desire to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Trademark, together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademark; and

**WHEREAS**, Assignee is the successor to the portion of the business to which the Assigned Trademarks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

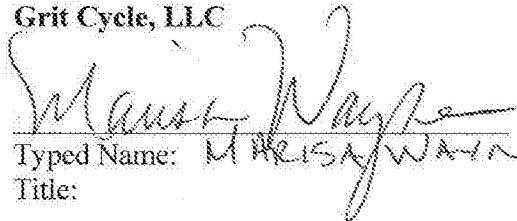
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Assigned Trademark, together with the goodwill of the business symbolized in the Assigned Trademark, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, 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 Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Trademark, 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.

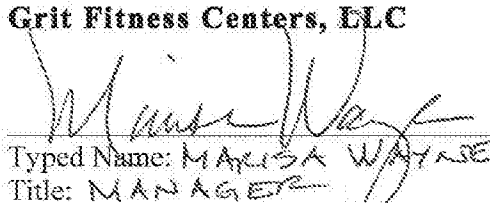
Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Assigned Trademark and other corresponding rights in the Assignee. Assignor hereby consents to the recordation of this Assignment with the United States Patent and Trademark Office. Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:  
Grit Cycle, LLC

  
Typed Name: MALISA WAYNE  
Title:

Assignee:  
Grit Fitness Centers, LLC

  
Typed Name: MALISA WAYNE  
Title: MANAGER

Schedule A

Trademark	Ser. No.	Filing Date	Reg. No.	Reg. Date
GRITTY UP	86300056	June 4, 2014	4641351	November 18, 2014

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