

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performix House LLC		08/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Powered LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88754829	POWERED BY PERFORMIX	
Serial Number:	88809195	POWERED	
Serial Number:	88809214	POWERED	
Serial Number:	88809231	POWERED	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	303.223.1100		
Email:	dntrademarkdocket@bhfs.com		
Correspondent Name:	Airina L. Rodrigues		
Address Line 1:	410 Seventeenth Street, Ste 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	012358.0138		
NAME OF SUBMITTER:	Airina L. Rodrigues		
SIGNATURE:	/Airina L. Rodrigues/		
DATE SIGNED:	08/18/2020		
Total Attachments: 4			
source=Trademark Assignment Performix House to Powered#page1.tif			

OP \$115.00 88754829

source=Trademark Assignment Performix House to Powered#page2.tif

source=Trademark Assignment Performix House to Powered#page3.tif

source=Trademark Assignment Performix House to Powered#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Agreement*") is entered into as of the 18th day of August, 2020 (the "*Effective Date*") by Performix House LLC, a Delaware limited liability company, with an address at 100 Crosby Street, Suite 604, New York, NY 10012 ("*Assignor*"), and Powered LLC, a Delaware limited liability company, with an address at 251 Little Falls Drive, Wilmington, DE 19808 ("*Assignee*").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks POWERED (including in stylized form and with design) and POWERED BY PERFORMIX, and all goodwill associated therewith, including but not limited to United States trademark applications for POWERED (U.S. Trademark Application Nos. 88809214, 88809231, and 88809195) and POWERED BY PERFORMIX (U.S. Trademark Application No. 88754829) as further described on Schedule 1, and all rights to sue and recover for past infringement thereof, and all goodwill associated therewith, collectively referred to herein as the "Assigned Trademarks";

WHEREAS, Assignee is a successor to that portion of Assignor's business to which the Assigned Trademarks pertain; and

WHEREAS, Assignor desires to transfer and assign the Assigned Trademarks to Assignee and in connection therewith, Assignor and Assignee wish to transfer record title of the Assigned Trademarks and to execute a document suitable for recordation in the United States Patent and Trademark Office and other trademark offices worldwide.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does grant, assign, transfer, convey and deliver to Assignee all Assignor's right, title and interest in, to and under the Assigned Trademarks throughout the world, together with the goodwill of the business in connection with which the Assigned Trademarks have been used in the United States or any other countries.

Assignment.

1.1. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and its successors, assigns and legal representatives, all right, title and interest for the United States and its territorial possessions, and throughout the world, that may be or may have been owned by Assignor, 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 Agreement had not been made, together with that portion of Assignor's business to which the Assigned Trademarks pertain and the goodwill of the business symbolized by the Assigned Trademarks, including all rights to claim priority, in and to the Assigned Trademarks, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Assignee and its successors and assigns (the "*Assigned Rights*"), to the extent any such rights are owned by Assignor as of the Effective Date.

1.2. Assignor hereby agrees that Assignor will sign all lawful papers and make all rightful oaths in execution thereof, and will generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Rights, this obligation to be binding upon Assignor and upon Assignor's legal successors. Assignor further agrees to assist Assignee in every legal way to evidence, record and perfect the assignment contained herein and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is a power coupled with an interest and is irrevocable.

1.3. Assignor acknowledges that subsequent to the Effective Date, Assignor shall not claim to possess any right, title or interest in and to the Assigned Rights and shall take no actions jeopardizing the existence or enforceability of the Assigned Rights or Assignee's rights therein. Assignor agrees that it and its affiliates will forever refrain from using,

21328637

TRADEMARK
REEL: 007026 FRAME: 0918

directly or indirectly, the Assigned Trademarks, and any confusingly similar terms. Assignor hereby acknowledges receipt of all legally entitled royalties and all other revenues attributable to the Assigned Rights and hereby releases all claims to, and waive all right, title and interest in, any additional or future royalties or other revenues attributable to the Assigned Rights that may have accrued before, on or after the Effective Date, regardless of whether such royalties or revenues are known or unknown, suspected or unsuspected, as of the Effective Date.

Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as an original.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have signed this Agreement as of the Effective Date set forth above.

PERFORMIX HOUSE LLC

Date: August 18, 2020

By: [Signature]
Name: Matt Hesse
Title: CEO

STATE OF New York)
COUNTY OF New York) ss.

On August 18, 2020 before me, Rebecca Naomi Moyes, Notary Public, personally appeared Matt Hesse, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

REBECCA NAOMI MOYES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6347318
Qualified in New York County
My Commission Expires 08-29-2020

[Signature]
Notary Public

POWERED LLC

Date: August 18, 2020

By: [Signature]
Name:
Title:

STATE OF New York)
COUNTY OF New York) ss.



On August 18, 2020 before me, Rebecca Naomi Moyes, Notary Public, personally appeared Matt Hesse, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

REBECCA NAOMI MOYES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6347318
Qualified in New York County
My Commission Expires 08-29-2020

[Signature]
Notary Public

SCHEDULE 1

Trademark	Serial No. / Reg. No.	App. Date / Reg. Date
POWERED BY PERFORMIX	88754829	Jan. 10, 2020
POWERED	88809195	Feb. 25, 2020
	88809214	Feb. 25, 2020
	88809231	Feb. 25, 2020