

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598271

<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>
LODO IP, LLC		08/01/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Balance Athletica, LLC		
<b>Street Address:</b>	5303 Havana Street, Suite 150		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80239		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5676182	BALANCE ATHLETICA	
<b>Serial Number:</b>	88832324	BALANCE ATHLETICA	
<b>Serial Number:</b>	88903220		
<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>Email:</b>	adam.hubbard@milgromlaw.com		
<b>Correspondent Name:</b>	Adam Hubbard		
<b>Address Line 1:</b>	1550 Larimer Street, #503		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Adam Hubbard		
<b>SIGNATURE:</b>	/Adam Hubbard/		
<b>DATE SIGNED:</b>	09/17/2020		
<b>Total Attachments: 4</b>			
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source=Trademark Assignment Agreement - BALANCE portfolio (Executed)#page2.tif			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 1, 2020, is made by LODO IP, LLC ("**Assignor**"), a Colorado limited liability company, located at 5303 Havana Street, Suite 150, Denver, CO 80239, in favor of Balance Athletica, LLC ("**Assignee**"), a Colorado limited liability company, located at 5303 Havana Street, Suite 150, Denver, CO 80239.

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and Assignee desires to acquire such intellectual property rights.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For ten US dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark application and trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action whether in contract, tort, or otherwise based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision

[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.


LODO IP, LLC

By: Balance Athletica, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
21D20ADF776D42A...  
Taylor Dilk, Manager

AGREED TO AND ACCEPTED:


Balance Athletica, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
21D20ADF776D42A...  
Taylor Dilk, Manager

**SCHEDULE 1****Assigned Trademarks****Trademark Registrations**

Mark	Jurisdiction	Reg. No.	Registration Date
BALANCE ATHLETICA	United States	5676182	2/12/2019

**Trademark Applications**

Mark	Jurisdiction	App. Ser. No.	Filing Date
<b>BALANCE</b> ATHLETICA	United States	88832324	3/12/2020
	United States	88903220	5/6/2020