

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622766

<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>
Jake Wood		12/28/2020	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JW Holdings LLC		
<b>Street Address:</b>	2025 S Airport Blvd		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85286		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90038090	M & F	
<b>Serial Number:</b>	75231064	MUSCLE & FITNESS	
<b>Serial Number:</b>	76379152	MUSCLE & FITNESS	
<b>Serial Number:</b>	76381533	MUSCLE & FITNESS	
<b>Serial Number:</b>	76379150	MUSCLE & FITNESS	
<b>Serial Number:</b>	76379510	MUSCLE & FITNESS	
<b>Serial Number:</b>	76461984	MUSCLE & FITNESS	
<b>Serial Number:</b>	76379509	MUSCLE & FITNESS	
<b>Serial Number:</b>	76379508	MUSCLE & FITNESS	
<b>Serial Number:</b>	76379154	MUSCLE & FITNESS HERS	
<b>Serial Number:</b>	76379156	MUSCLE & FITNESS HERS	
<b>Serial Number:</b>	75827278	HERS	
<b>Serial Number:</b>	85841222	JACKED IN A BOX	
<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>	6022625832		
<b>Email:</b>	trademarks@jsslaw.com		

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**Correspondent Name:** Daniel Jennings, Strouss & Salmon, P.L.C  
**Address Line 1:** One East Washington Street  
**Address Line 2:** Suite 1900  
**Address Line 4:** Phoenix, ARIZONA 85004

**ATTORNEY DOCKET NUMBER:** 63470-44-53

**NAME OF SUBMITTER:** Daniel R. Pote

**SIGNATURE:** /Daniel R. Pote/

**DATE SIGNED:** 01/27/2021

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into on December 28, 2020 (the "Effective Date"), by and between Jake Wood, an Arizona Citizen (the "Assignor") and JW Holdings LLC, a Nevada Limited Liability Company ("Assignee").

### WITNESSETH

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

The Assignor does hereby, sell, assign, transfer and set over to Assignee all of its right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations including in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignor's entire right, title and interest therein.

Assignor further agrees to, upon the request and at the expense of Assignee, (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request in order to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

**ASSIGNOR:**

JAKE WOOD

By: 

Name: Jacob J. "Jake" Wood  
Title: Individual, Owner

**ASSIGNEE:**

JW HOLDINGS LLC

By: 

Name: Jacob J. Wood  
Title: Owner

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**EXHIBIT A**

## Trademarks and Application Numbers and Registration Numbers

Trademark	Application Number	Registration Number
M & F (Stylized)	90/038,090	
MUSCLE & FITNESS	75/231,064	2,254,062
MUSCLE & FITNESS	76/379,152	2,692,744
MUSCLE & FITNESS	76/381,533	2,856,392
MUSCLE & FITNESS	76/379,150	3,009,086
MUSCLE & FITNESS	76/379,510	2,842,210
MUSCLE & FITNESS	76/461,984	2,775,097
MUSCLE & FITNESS (Stylized)	76/379,509	2,686,042
MUSCLE & FITNESS (Stylized)	76/379,508	2,842,209
MUSCLE & FITNESS HERS	76/379,154	2,708,922
MUSCLE & FITNESS HERS	76/379,156	2,842,208
HERS	75/827,278	2,472,316
JACKED IN A BOX	85/841,222	4,569,148