

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667328

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900628740

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucas Ryan Zarlengo		06/26/2021	INDIVIDUAL: UNITED STATES
Therese Marie Zarlengo		06/26/2021	INDIVIDUAL: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Zarlengo Holdings LLC
<b>Street Address:</b>	417 S Hill St., Unit 931
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90013
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	5367724	LIFT FITNESS
<b>Registration Number:</b>	5264075	LIFE INSPIRED FUNCTIONAL TRAINING

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Phone:** 818-923-8078  
**Email:** James@hmlaw.la  
**Correspondent Name:** James L. Moultrie III, Esq.  
**Address Line 1:** 4640 Admiralty Way, Suite 500  
**Address Line 2:** Haysbert | Moultrie LLP  
**Address Line 4:** Marina Del Rey, CALIFORNIA 90292

<b>NAME OF SUBMITTER:</b>	James Moultrie
<b>SIGNATURE:</b>	/James Moultrie/
<b>DATE SIGNED:</b>	08/12/2021

## Total Attachments: 7

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement (this "Agreement") is effective as of the date it is executed by all Parties hereto (the "Effective Date"), and is by and between LUCAS RYAN ZARLENGO, an individual, and THERESE MARIE ZARLENGO, an individual (collectively hereinafter "Assignor"); and ZARLENGO HOLDINGS LLC, a California Limited Liability Company (hereinafter "Assignee"). Assignor and Assignee shall each also be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations (collectively the "Trademarks"), the details of which are set forth in Section 1 of this Agreement 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 Assignment.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, in accordance with the following terms and conditions of this Agreement.

1. **Definition.** The term "Trademarks" as used in this Agreement shall mean the following registrations and any wordmarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention as directly involving the following registrations:

(A) Trademark Name: LIFT FITNESS

Registration Number: 5367724

Date of Registration: January 2, 2018

Description of Goods/Services: IC 041. US 100 101 107. G & S: Educational services, namely, providing online instruction in the field of exercise and fitness; Online Personal fitness training services; Online Physical fitness instruction; Providing a web site featuring information on exercise and fitness. FIRST USE: 20150727. FIRST USE INCOMMERCE: 20150727

(B) Trademark Name: LIFE INSPIRED FUNCTIONAL TRAINING

Registration Number: 5264075

Date of Registration: August 15, 2017

Description of Goods/Services: IC 041. US 100 101 107. G & S: Educational services, namely, providing online instruction in the field of exercise and fitness via an online website; Personal fitness training services; Physical fitness instruction; Providing a web site featuring information on exercise and fitness. FIRST USE: 20150727. FIRST USE IN COMMERCE: 20150727

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Trademarks in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Trademarks or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the Parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Trademarks.
3. **Consideration.** Assignee shall pay Assignor the sum of Ten USD (\$10.00), paid by cash in hand on the Effective Date in consideration for assignment of the Trademarks.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Trademarks and any and all related federal and state trademark registrations and/or registration application rights.
5. **Representations and Warranties.** Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Trademarks, has good and marketable title to and full legal right and authority to sell and transfer the same and that the Trademarks are free of all liens, claims, and encumbrances.
6. **Legal Fees.** If either Party, any heir, personal representative, successor, or assign of either Party hereto enforce this Agreement through litigation, the non-prevailing Party shall be liable for reasonable legal fees and expenses incurred by the other Party in connection with such litigation, including, but not limited to, any appeals.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
8. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.
9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each Party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each Party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

11. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement:

**LUCAS RYAN ZARLENGO**  
"Assignor"

**THERESE MARIE ZARLENGO**  
"Assignor"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ZARLENGO HOLDINGS LLC**  
"Assignee"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each Party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each Party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

11. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

LUCAS RYAN ZARLENGO  
"Assignor"

By: Lucas Ryan Zarlengo  
Name: Lucas Ryan Zarlengo  
Date: 6/26/2021

THERESE MARIE ZARLENGO  
"Assignor"

By: Therese Marie Zarlengo  
Name: Therese Marie Zarlengo  
Date: 6/24/2021

ZARLENGO HOLDINGS LLC  
"Assignee"

By: Lucas Ryan Zarlengo  
Name: Lucas Ryan Zarlengo  
Title: CEO  
Date: 6/26/2021

Please see attached  
CA Notarial Certificate  
for Notarization

Muthiah Nachiappan  
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

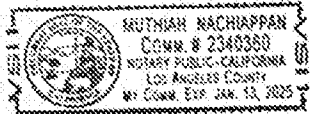
State of California

County of Los Angeles

On 6-26-2021 before me, Muthiah Nachiappan, Notary Public, personally appeared Lucas Ryan Zarlengo and Therese Marie Zarlengo, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Muthiah Nachiappan

Muthiah Nachiappan, Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on this document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

Date Document Signed: 6-26-2021 Number of Pages: 3

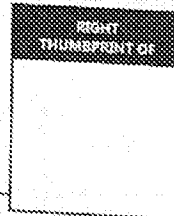
Signer(s) Other Than Named Above: Zarlengo Holdings LLC - Assignee

Capacity(ies) Claimed by Signer

Signer's Name: Lucas Ryan Zarlengo and Therese Marie Zarlengo

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other: Assignors

Signer is Representing: L/R Fitness and Life Inspired Functional Training



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

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On 6-26-2021 before me, Muthiah Nachiappan, Notary Public, personally appeared Lucas Ryan Zarlengo, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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Signature

Muthiah Nachiappan, Notary Public

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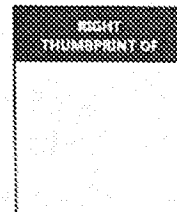
Signer(s) Other Than Named Above: Theresia Marie Zarlengo

Capacity(ies) Claimed by Signer

Signer's Name: Lucas Ryan Zarlengo

- Individual
Corporate Officer -- Title(s)
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other: Assignee

Signer is Representing: Zarlengo Holdings LLC



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