

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hot Yoga Dome		08/31/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Hot Yoga Dome, LLC		
Street Address:	239 2nd Avenue S, 2nd Floor		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33701		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6243282	HYD THE HOT YOGA DOME	
CORRESPONDENCE DATA			
Fax Number:	9545074502		
<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:	9545074500		
Email:	info@johnsondalal.com		
Correspondent Name:	Mark C. Johnson		
Address Line 1:	111 North Pine Island Road Suite 103		
Address Line 4:	Plantation, FLORIDA 33324		
NAME OF SUBMITTER:	Mark C. Johnson		
SIGNATURE:	/Mark C. Johnson/		
DATE SIGNED:	09/16/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”), dated as of August 31, 2021, is made by **The Hot Yoga Dome**, a California corporation with an address of 5800 S Eastern Avenue, Suite 500, Commerce, California 90040 (“**Seller**”), in favor of **The Hot Yoga Dome, LLC**, a Florida limited liability company, located at 239 2nd Avenue S, 2nd Floor, St. Petersburg, FL 33701 (“**Buyer**”), the buyer of certain assets of Seller pursuant to a Contribution Agreement among Seller, Buyer and certain other parties named therein, dated as of the same date herewith (the “**Contribution Agreement**”). Each of Alex McDermott and Gillian Sky Walker join in this IP Assignment to take such actions necessary to convey the Assigned IP to Buyer.

WHEREAS, under the terms of the Contribution Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, all intellectual property rights of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):
 - (a) the patents and patent applications set forth on APPENDIX 1 hereto (and any unregistered patents) and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
 - (b) the trademark registrations and applications set forth on APPENDIX 2 hereto (and any unregistered trademarks) and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on APPENDIX 3 hereto (and any unregistered copyrights) and all issuances, extensions, and renewals thereof (the “**Copyrights**”);
 - (d) the website domain registrations set forth on APPENDIX 4 hereto (the “**Domains**”);
 - (e) all social media account or user names (including “handles”) set forth on APPENDIX 5 hereto (the “**Social Media Accounts**”);
 - (f) all trade secrets and formulations;

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

(h) 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

(i) 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into in connection with the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Electronic Signature. A signed copy of this IP Assignment delivered by 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(SIGNATURE PAGE FOLLOWS)

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

SELLER:
The Hot Yoga Dome
a California Corporation

DocuSigned by:

Alex McDermott

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By: Alex McDermott
Title: Founder and Co-CEO

DocuSigned by:

Alex McDermott

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Alex McDermott, individually

Gillian Sky Walker, individually


Signature Page to Intellectual Property Assignment

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

SELLER:
The Hot Yoga Dome
a California Corporation

By: Alex McDermott
Title: Founder and Co-CEO

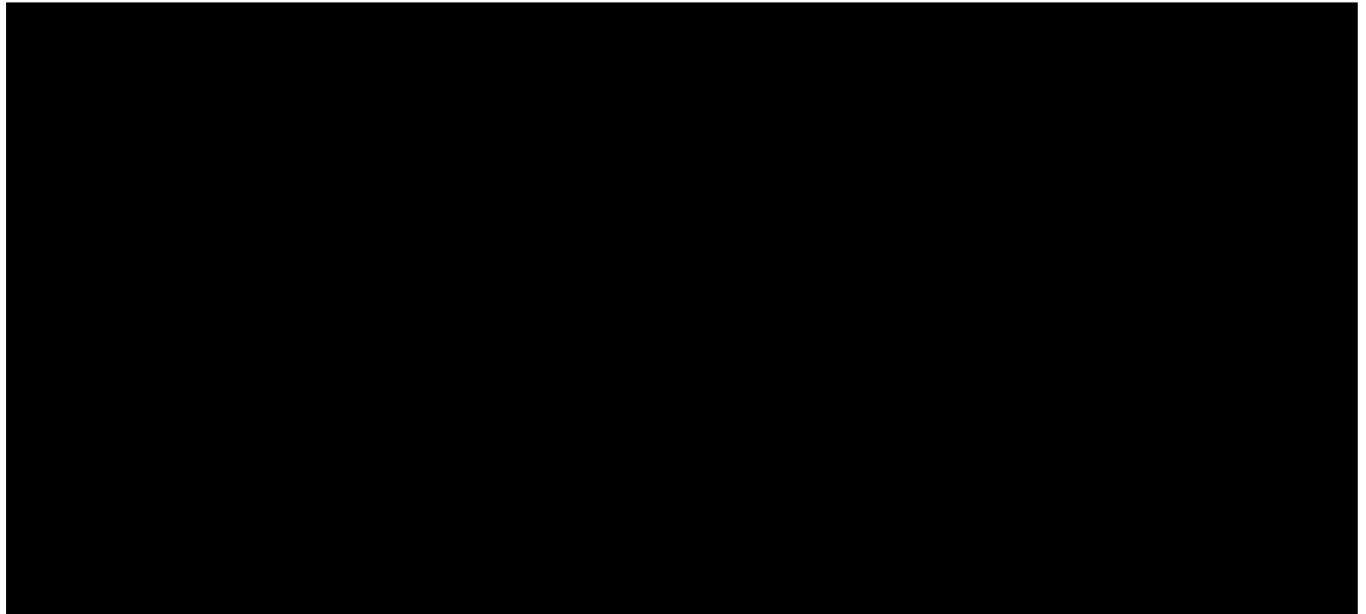
Alex McDermott, individually

DocuSigned by:

219DE70DD4044BA...
Gillian Sky Walker, individually

Signature Page to Intellectual Property Assignment

APPENDIX 1

PATENTS



APPENDIX 2
TRADEMARKS

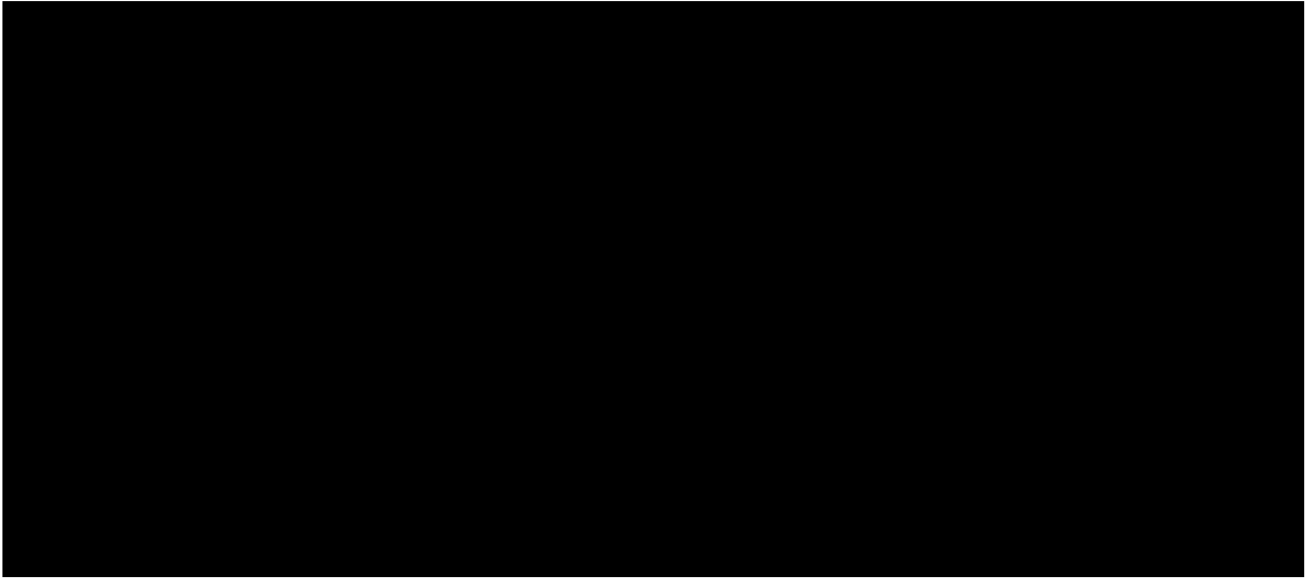
Trademark Registrations

Mark	Jurisdiction	Class	Registration Number		Registration Date
HYD – The Hot Yoga Dome	USA	28	6243282		1/12/2021

Trademark Applications

Mark	Jurisdiction	Class	Application Serial Number	Filing Date

APPENDIX 3
COPYRIGHTS



APPENDIX 4
DOMAINS



APPENDIX 5
SOCIAL MEDIA ACCOUNTS

[REDACTED]