

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legacy Fit, LLC		01/28/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	NDO Holdings, LLC		
Street Address:	77 N.E. 24th St		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33137		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	97118900		
Serial Number:	97118886	NO DAYS OFF	
Serial Number:	90874949		
Serial Number:	90874896	NO DAYS OFF	
Serial Number:	90843713	LEGACY	
Serial Number:	90860777		
Serial Number:	88639556	NODAYSOFF	
Serial Number:	90860726	NO DAYS OFF	
Registration Number:	6099845	LEGACY	
Registration Number:	5522406	P.I.T. PARTNER INTERVAL TRAINING	
Registration Number:	5486528		
Registration Number:	4627884	LEGACY FIT	
Registration Number:	4627868	LEGACY FIT	
Registration Number:	4616943	NODAYSOFF	
Registration Number:	4609611		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 305-441-0200
Email: yhayala@dmrpa.com
Correspondent Name: Yvette H. Ayala
Address Line 1: 2625 Ponce de Leon Blvd. Suite 280
Address Line 4: Coral Gables, FLORIDA 33134

NAME OF SUBMITTER:	Yvette H. Ayala
SIGNATURE:	/s/Yvette H. Ayala/
DATE SIGNED:	02/07/2022

Total Attachments: 3
source=Signed Assignment for NDO Holdings#page1.tif
source=Signed Assignment for NDO Holdings#page2.tif
source=Signed Assignment for NDO Holdings#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of January 28, 2022, is made by Legacy Fit, LLC ("**Assignor**"), a Florida limited liability company, located at 77 N. E. 24th St., Miami, Florida, in favor of NDO Holdings, LLC ("**Assignee**"), a Florida limited liability company, located at 77 N.E. 24th St., Miami, Florida.

WHEREAS, Assignor has conveyed, transferred, and assigned 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;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications 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, 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 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 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 Florida, without giving effect to any choice or conflict of law provision or rule.

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

Legacy Fit, LLC

By: _____

Name: Jonathan Manning Sumner
Title: Manager
Address for Notices: 77 N.E. 24th St.
Miami FL, 33137

AGREED TO AND ACCEPTED:

NDO Holdings, LLC

By: _____

Name: Jonathan Manning Sumner
Title: Manager
Address for Notices: 77 N.E. 24th St.
Miami, FL 33137