

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sicko, Inc.		02/14/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Total Freedom, LLC		
Street Address:	2221 Peachtree Rd, Ste D		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87050027	SICKO	
Serial Number:	88267336	SICKO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	Kevin@rockridgelaw.com		
Correspondent Name:	Kevin Christopher		
Address Line 1:	735 Broad Street Suite 1001		
Address Line 4:	Chattanooga, TENNESSEE 37402		
NAME OF SUBMITTER:	Kevin Christopher		
SIGNATURE:	/Kevin Christopher/		
DATE SIGNED:	02/15/2022		
Total Attachments: 2			
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OP \$65.00 87050027

EXHIBIT A

**TRADEMARK ASSIGNMENT & LIMITED LICENSE
ASSIGNMENT OF TRADEMARK**

WHEREAS, Sicko, Inc. (hereafter "Assignor") is the owner of the Service Marks "SICKO" (hereinafter referred to as the "Mark"), registered in the United States Patent and Trademark Office as Serial Number #87050027 and #88267336.

WHEREAS, Total Freedom, LLC. (hereinafter "Assignee"), is desirous of acquiring any and all rights in and to the Marks and the registration therefore, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks:

WHEREAS, Assignee needs to fulfill certain conditions in the Settlement Agreement prior to the full transfer of the Marks. Therefore, Assignee shall receive a Limited License to Use the Marks beginning upon the Execution of the Agreement until the final payment is made. After the final payment is made, Assignee shall own all Marks free and outright. If Assignee is unable to meet the payment obligations outlined in Section 6, then the Limited License shall immediately expire after a material breach occurs if that breach is not cured as required by Section 12. Assignor shall continue to hold all rights to the Marks if a material breach is uncured in said timeframe.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest in and to the Marks and the registration therefore for the United States and throughout the world together and with the good will of the business in connection with which the Marks are used and which is symbolized by the Marks, along with waiving all alleged infringement for past current and future merchandise produced by Assignee's thereof.

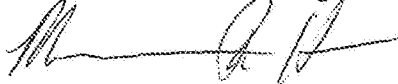
ASSIGNOR shall execute and deliver and cause its successors and assigns to execute and deliver to Assignee, its successors and assigns such other and further instruments and documents as Assignee may reasonably request for the purpose of establishing, evidencing, fully effectuating and recording in any and all jurisdictions throughout the world, and enforcing or defending its complete, exclusive, and perpetual worldwide ownership of all rights, titles and interests of every kind and nature in and to the Marks. Further, Assignor hereby irrevocably appoints Assignee as Assignor's agent and attorney-in-fact, with full power of substitution, coupled with an interest therein, to execute and deliver such documents or instruments on Assignor's behalf and in Assignor's name.

ASSIGNOR warrants and represents that Assignor is the sole owner of all rights, titles and interests in the Marks, has full right to convey the entire rights, titles and interests in the Marks, and that Assignor has not executed, and will not execute, any agreements that are inconsistent with this or any other representation in this agreement. Assignor further warrants and represents that Assignor has not assigned, licensed or otherwise transferred any interest in the Marks to any third party, and agrees to indemnify and hold harmless Assignee from any liabilities, claims, demands, damages, costs, and attorneys' fees incurred as a result of any claim or cause of action inconsistent with this or any other representation in this agreement.

The Confidential Settlement Agreement and Release (the "Agreement") to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Agreement and the terms of this Assignment and Limited License, the terms of the Agreement shall govern and control.

ON Behalf of Sicko, Inc. Assignor

Date



2/14/2002

STATE OF

Tennessee

COUNTY OF

Sumner

Personally, appeared before me, a notary public

Amber C Richardson

, and acknowledged to

me that she/he executed the foregoing document to the best of her/his knowledge, information and belief,

this 14th, day of

February, 2022.

Amber C Richardson
NOTARY PUBLIC

My Commission Expires:

10/23/2023

