

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719525

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900683020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balance Athletica, LLC		03/15/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	LODO IP, LLC		
Street Address:	5303 Havana Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80239		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	86876773	VITALITY	
Serial Number:	87640959	BALANCE ATHLETICA	
Serial Number:	88020549	BALANCE	
Serial Number:	88903220		
Serial Number:	90217568	ACHIEVE BALANCE	
Serial Number:	90217603	CREATE YOUR BALANCE	
Serial Number:	90217619	PURSUIT OF BALANCE	
Serial Number:	90130202	VITALITY X BALANCE	
Serial Number:	90130419	VITALITY X BALANCE	
Serial Number:	90130165	VITALITY BY BALANCE	
Serial Number:	90124599	BALANCE GOLF	
Serial Number:	90217227	BALANCE PRO	
Serial Number:	90217282	BALANCE PRO	
Serial Number:	90217356	BALANCE GOLF	
Serial Number:	90217415	BALANCE GOLF	
Serial Number:	90301183	BALANCE PRO	
Serial Number:	90332573		
Serial Number:	90332609		

Property Type	Number	Word Mark
Serial Number:	90217465	GOLF
Serial Number:	90522318	CLOUD PANT
Serial Number:	90642785	VITALITY
Serial Number:	90642805	VITALITY
Serial Number:	90642818	VITALITY
Serial Number:	90642839	VITALITY
Serial Number:	90332530	
Serial Number:	90642755	VITALITY
Serial Number:	90217328	PRO
Serial Number:	90642828	VITALITY

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: 17327402535
Email: jared.stipelman@milgromlaw.com
Correspondent Name: Jared Stipelman
Address Line 1: 1550 Larimer Street
Address Line 2: #503
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Jared Stipelman
SIGNATURE:	/Jared Stipelman/
DATE SIGNED:	04/07/2022

Total Attachments: 6
source=Balance to LODO TM Assign#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”) dated as of March 15th 2022, is made by and between Balance Athletica, LLC (“**Assignor**”), a Colorado limited liability company, and LODO IP, LLC, a Colorado limited liability company (“**Assignee**”).

WHEREAS, Assignor desires to convey, transfer, and assign 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

WHEREAS, Assignee desires to acquire such intellectual property rights.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For ten US dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and applications set forth in 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 and any other symbols that Assignor deems to be source designating trademarks under common law;

(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, upon Assignee’s reasonable request, and 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 reasonably 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, email, 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 whether in contract, tort, or otherwise 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 Colorado, without giving effect to any choice or conflict of law provision.

[signature page follows]

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

Balance Athletica, LLC

By: Taylor Dilk
Taylor Dilk, Manager

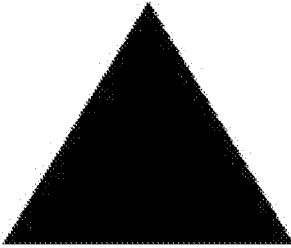

AGREED TO AND ACCEPTED:





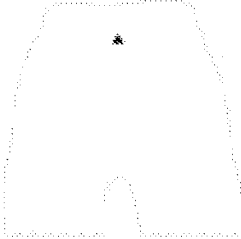
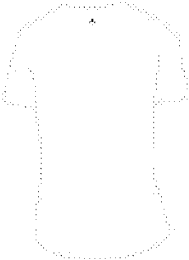
LODO IP, LLC

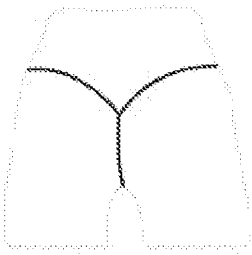
By: Taylor Dilk
Taylor Dilk, Manager

SCHEDULE I

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Depiction of Mark	Reg. No.	Ser. No.
VITALITY	5352936	86876773
BALANCE ATHLETICA	5676182	87640959
BALANCE	N/A	88020549
	N/A	88903220
ACHIEVE BALANCE	N/A	90217568
CREATE YOUR BALANCE	N/A	90217603
PURSUIT OF BALANCE	N/A	90217619
VITALITY X BALANCE	N/A	90130202
	N/A	90130419
VITALITY BY BALANCE	N/A	90130165
BALANCE GOLF	N/A	90124599

 <p>B A L ▲ N C E ----- PRO -----</p>	N/A	90217227
BALANCE PRO	N/A	90217282
 <p>B A L ▲ N C E ----- GOLF -----</p>	N/A	90217356
 <p>B A L ▲ N C E ----- GOLF -----</p>	N/A	90217145
 <p>B A L ▲ N C E ----- PRO -----</p>	N/A	90301183
	6389319	90332573
	6389320	90332609

GOLF	N/A	90217465
CLOUD PANT	N/A	90522318
VITALITY	N/A	90642785
VITALITY	N/A	90642805
VITALITY	N/A	90642818
VITALITY	N/A	90642839
	N/A	90332530
VITALITY	6603141	90642755
PRO	N/A	90217328
VITALITY	N/A	90642828