

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peak Performance For Men, LLC		08/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Seacoast Capital Partners IV, L.P.		
Street Address:	55 Ferncroft Rd., Suite 110		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6073337	PEAK PERFORMANCE FOR MEN	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	christinaquinn@mvalaw.com, PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	046508.000005		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	08/31/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Trademark Assignment") is made and effective as of August 22, 2022, by and among Peak Performance For Men, LLC, a Delaware limited liability company ("Assignor") and Seacoast Capital Partners IV, L.P., a Delaware limited partnership ("Assignee"; Assignee and Assignor are each a "Party", and collectively, the "Parties"). Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Collateral Agreement (as defined below).

WHEREAS, pursuant to Section 9-620 *et seq.* of the Uniform Commercial Code, and as documented by the Agreement for Secured party to Accept Collateral in Partial Satisfaction of Obligations dated of even date herewith (the "Collateral Agreement"), Assignor exercised its post-default remedies with respect to, and has foreclosed upon the rights of Peak Performance For Men Holdings, LLC, a Delaware limited liability company and Assignee (collectively, the "Borrowers"), in and to the Purchased Assets, including the Borrowers' rights in the trademark registrations and applications set forth on Schedule A hereto (the "Trademarks") together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or any goodwill associated therewith (collectively, the "Trademark Rights").

WHEREAS, the Parties have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office ("USPTO").

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated and made a part hereof, the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

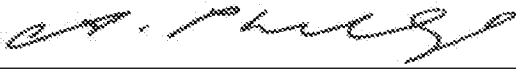
1. Assignment. Pursuant to the Collateral Agreement, Assignor hereby irrevocably sells, transfers, assigns, set overs, conveys and delivers to Assignee, its successors and assigns all right, title, and interest in perpetuity in and to the Trademark Rights, including the Trademarks on Schedule A hereto.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Trademark Rights, including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Trademarks and Assignee's rights therein. Assignee shall promptly initiate and complete, at its sole cost, all such recordations, registrations and filings necessary to give full effect to the assignment of the Trademark Rights contemplated by this Trademark Assignment.
3. Terms of the Collateral Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to, and is subject to the terms and conditions of, the Collateral Agreement. Nothing in this Trademark Assignment is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Assignor or Assignee under the Collateral Agreement. To the extent there is any conflict between this Trademark Assignment and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

4. Amendment; Waiver. This Trademark Assignment may not be amended or modified except: (a) by an instrument in writing signed on behalf of all the Parties hereto; or (b) by a waiver in accordance with the terms of the Collateral Agreement, which are incorporated herein by reference, *mutatis mutandis*, and the Parties hereto agree to such terms.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns.
6. Counterparts. This Trademark Assignment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Receipt by telecopy, facsimile or email transmission of any executed signature page to this Trademark Assignment shall constitute effective delivery of such signature page.
7. Governing Law. The terms of Section 8(e) of the Collateral Agreement with respect to governing law and otherwise, are incorporated herein by reference, *mutatis mutandis*, and the Parties hereto agree to such terms.
8. Entire Agreement; Construction. This Trademark Assignment (including the schedules and the other documents and instruments referred to herein or therein and the terms of the Collateral Agreement incorporated herein) embody the entire agreement between the Parties and supersede all prior agreements and understandings, if any, relating to the subject matter hereof, and represent the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. The Parties hereto acknowledge and agree that none of this Trademark Assignment shall be construed more favorably in favor of one than the other based upon which Party drafted the same, it being acknowledged that all Parties hereto contributed substantially to the negotiation and preparation of this Trademark Assignment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Assignee and the Assignor have caused this Trademark Assignment to be executed on their behalf by their duly authorized officers or signatories as of the date first above written.

Peak Performance For Men, LLC

By: 
Name: Anna Phillips
Title: Independent Director

Seacoast Capital Partners IV, L.P.

By: Seacoast IV Advisors, LLC, its General Partner

By: _____
Name: Thomas W. Gorman
Title: Manager

IN WITNESS WHEREOF, Assignee and the Assignor have caused this Trademark Assignment to be executed on their behalf by their duly authorized officers or signatories as of the date first above written.

Peak Performance For Men, LLC

By: _____

Name: Anna Phillips

Title: Independent Director

Seacoast Capital Partners IV, L.P.

By: Seacoast IV Advisors, LLC, its General Partner

By:  _____

Name: Thomas W. Gorman

Title: Manager

Schedule A
U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
PEAK PERFORMANCE FOR MEN and Design	6073337	06/09/2020