

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jake Steinfeld		07/18/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Don't Quit, LLC		
Street Address:	715-B N DOUGLAS STREET		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6228456	DON'T QUIT	
Registration Number:	6180904	DON'T QUIT	
Registration Number:	1486704	DON'T QUIT	
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>			
Phone:	3105561956		
Email:	mmartin@fpllaw.com		
Correspondent Name:	Michael P. Martin		
Address Line 1:	1925 Century Park East, Suite 2050		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Michael P. Martin		
SIGNATURE:	/Michael P. Martin/		
DATE SIGNED:	11/02/2022		
Total Attachments: 6			
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Trademark Assignment

This Trademark Assignment (the "Assignment"), effective as of July 18, 2019, is made by and between Jake Steinfeld in his individual capacity ("Assignor") and Don't Quit, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the name and mark DON'T QUIT and any and all associated designs, including the trademarks and trademark applications set forth on **Schedule 1** hereto (together with any other names, marks or other similar indicia of origin that Assignor owns containing, comprising, derivative of, or similar or related to the marks identified on **Schedule 1** hereto, the "Marks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to and under the Marks (which are being assigned with the business to which the Marks pertain, which business is ongoing and existing) throughout the universe, together with all (a) goodwill symbolized by and connected with the use of the Marks, and the business to which the Marks pertain, (b) rights to sue, to counterclaim, and to collect damages and payments for claims of past, present, and future infringement, unfair competition, dilution or other violation of the Marks; (c) income, royalties, damages, and payments due or payable with respect to the Marks; and (d) applications and registrations for the Marks throughout the world, and all rights of priority throughout the world associated with, and all renewals of, any applications or registrations for the Marks (collectively, the "Associated Rights"), in each case, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives or designees. Without limiting the foregoing, the Marks are being assigned as part of the entire business or portion thereof to which the Marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Assignor hereby agrees to cooperate with the Assignee, and execute such additional documents and perform such other acts, upon the request of Assignee, as the Assignee may deem reasonably necessary to register, evidence, perfect and otherwise give full effect to the rights of Assignee in and to the Marks and Associated Rights under this Assignment, including all documents necessary to record in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office, and with any other appropriate office or registrar throughout the world.

3. THIS ASSIGNMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT

RESPECT TO ITS APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THAT MIGHT
REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers effective as of the date first set forth above.


JAKE STEINFELD

By:

Name:

DON'T QUIT, LLC

By:

A digital signature block from DocuSign, showing a handwritten signature in blue ink over a white background. The signature is enclosed in a thin black border. Above the signature, the text "DocuSigned by:" is visible. Below the signature, a long alphanumeric string "EBSA63245BC0477..." is partially visible.

Name: Danny Stepper

Title: CEO

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers effective as of the date first set forth above.

JAKE STEINFELD

By:

Name:

Handwritten signature of Jake Steinfeld in black ink, written over the printed name and 'By:' label.

DON'T QUIT, LLC

By:

Name:

Title:

SCHEDULE 1

UNITED STATES TRADEMARK REGISTRATIONS

1) DON'T QUIT

U.S. Trademark Registration No. 6228456

Energy drinks; Sports drinks in class 32

Status – Registered December 22, 2020. Declaration of Use and Incontestability due by December 22, 2026.

2) DON'T QUIT

U.S. Trademark Registration No. 6180904

Dietary and nutritional supplements; Liquid nutritional supplement; Nutritionally fortified beverages for medical purposes; Dietary supplemental drinks in the nature of vitamin and mineral beverages in class 5; and

Dairy-based food beverages in class 29.

Status – Registered October 20, 2020. Declaration of Use and Incontestability due by October 20, 2026.

3) DON'T QUIT

U.S. Trademark Registration No. 1486704 (ONLY IN RELATION TO CLASS 25)

Clothing, namely, sweat suits, sweat shirts, sweat bands, T-shirts and jackets in class 25

Status – Registered. Trademark renewal due May 3, 2028.

INTERNATIONAL TRADEMARK REGISTRATIONS

1) DON'T QUIT

International Trademark Registration No. 1460459 (Designating Mexico)

Energy drinks; sports drinks; sports drinks containing electrolytes; sports drinks, namely, energy drinks; sports drinks, namely, performance drinks; sports drinks, namely, recovery drinks; concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages; concentrates, syrups or powders used in the preparation of sports and energy drinks; fruit beverages; isotonic beverages; non-alcoholic beverages, namely, carbonated beverages; water beverages in Class 32

Status – Registered March 15, 2019. Trademark Renewal Due March 15, 2029

2) DON'T QUIT

International Trademark Registration No. 1466418 (Designating Mexico)

Dietary and nutritional supplements; liquid nutritional supplement; nutritionally fortified beverages for medical purposes; dietary supplemental drinks in the nature of vitamin and mineral beverages; dietetic foods and beverages adapted for medical use in class 5; Dairy-based food beverages in class 29; and
Fruit-based food beverage; vegetable-based food beverages in class 32.

Status – Registered March 18, 2019. Trademark Renewal Due March 18, 2029

3) DON'T QUIT

Canadian Trademark Application No. 1951862

Dietary and nutritional supplements; Liquid nutritional supplement; Nutritionally fortified beverages for medical purposes; Dietary supplemental drinks in the nature of vitamin and mineral beverages; Dietetic foods and beverages adapted for medical use in class 5; Dairy-based food beverages; Fruit-based food beverage; Vegetable-based food beverages in class 29; and

Energy drinks; Sports drinks; Sports drinks containing electrolytes; Sports drinks, namely, energy drinks; Sports drinks, namely, performance drinks; Sports drinks, namely, recovery drinks; Concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages; Concentrates, syrups or powders used in the preparation of sports and energy drinks; Fruit beverages; Isotonic beverages; Non-alcoholic beverages, namely, carbonated beverages; Water beverages in class 32

Status – Registered October 20, 2020. Trademark Renewal Due October 20, 2030.