

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900728722
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vibe Studio LLC		06/02/2021	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	truVIBE LLC
Street Address:	3450 SW Doschview Ct.
City:	Portland
State/Country:	OREGON
Postal Code:	97239
Entity Type:	Limited Liability Company: OREGON

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5814325	TRUVIBE
Registration Number:	5814456	THE BONE STUDIO
Registration Number:	5814326	SHAKE UP YOUR WORKOUT
Registration Number:	5814457	BE DENSE

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: 917-428-8428
 Email: gwen10@mac.com
 Correspondent Name: Gwen O'Hanlon
 Address Line 1: 3450 SW Doschview Ct.
 Address Line 4: Portland, OREGON 97239

NAME OF SUBMITTER:	Gwen O'Hanlon
SIGNATURE:	/Gwen O'Hanlon/
DATE SIGNED:	01/04/2023

Total Attachments: 4

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Trademark Assignment

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on June 2, 2021 (the "Effective Date") by and between the following parties:

Vibe Studio, LLC
518B Davis Street
Evanston, IL 60201

(the "Assignor")

AND

Truvibe, LLC
3450 SW Doschview Ct.
Portland, OR 97239

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as the recipient of Assignors entire right, title, and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title, and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by and is to be construed in accordance with the laws of the State of Oregon.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By: _____ Date: June 2, 2021

Gwen O'Hanlon

Assignee:

By: _____ Date: June 2, 2021

Gwen O'Hanlon

Exhibit A

List of Trademark/Service Mark

Trademark/Service mark: truVIBE
Registration number: 5814325
Dated: 07/23/2019

Trademark/Service mark: The Bone Studio
Registration number: 5814456
Dated: 07/23/2019

Trademark/Service mark: Shake up your workout
Registration number: 5814326
Dated: 07/23/2019

Trademark/Service mark: Be Dense
Registration number: 5814457
Dated: 07/23/2019