

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redmont Private Debt Fund III, L.P.		03/14/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	FitJoy, Inc.		
Street Address:	3903 S Congress Ave #40280		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97033439	P-NOT BUTTER	
Serial Number:	90684629	JOYFUL SNACKS FIT FOR ALL	
Serial Number:	90795675	FIT JOY	
Serial Number:	90684411	JOYFUL SNACKS FIT FOR ALL	
Serial Number:	90684260	JOYFUL SNACKS FIT FOR ALL	
Serial Number:	90795664	JOYFUL SNACKS, FIT FOR ALL	
Serial Number:	90906866	FITJOY	
Serial Number:	88910773	FITJOY	
Serial Number:	87207656	FITJOY	
Serial Number:	86944439	FREEDOM TO ENJOY	
Serial Number:	86944433	FREEDOM TO ENJOY	
Serial Number:	86875462	FITJOY	
Serial Number:	86875456	FITJOY	
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:	2067531450		
Email:	eric.adler@egannelson.com		

OP \$340.00 97033439

Correspondent Name: Eric Adler
Address Line 1: 221 W 6th St. STE 900
Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER: Eric Adler

SIGNATURE: /Eric Adler/

DATE SIGNED: 02/21/2023

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

Redmont Private Debt Fund III, L.P.
To
FitJoy, Inc.

This trademark assignment agreement (“**Trademark Assignment**”), dated as of March 14, 2022, is made by Redmont Private Debt Fund III, L.P. (“**Seller**”), a Delaware limited partnership, located at 820 Shades Creek Pkwy, Ste 1200 Birmingham, AL 35209, in favor of FitJoy, Inc. (“**Buyer**”), a Delaware corporation, located at 3903 S Congress Ave #40280 Austin, TX 78704, the purchaser of certain assets of Seller pursuant to a Contribution And Asset Purchase Agreement between Buyer and Seller, dated as of March 14, 2022 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (b) all rights of any kind whatsoever of Seller 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 and/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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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 to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail 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.

5. 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.

6. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

Redmont Private Debt Fund III, L.P.

By: _____

Name: Philip L. Hoopes

Title: *General Partner*

AGREED TO AND ACCEPTED:

FitJoy, Inc.

By: DocuSigned by:
Norman Taliaferro
4B0572F80E00642B

Name: Norman Taliaferro

Title: President

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademarks

Mark	App No.	Reg. No.
P-NOT BUTTER	97033439	
JOYFUL SNACKS FIT FOR ALL	90684629	6873917
FIT JOY	90795675	6786537
JOYFUL SNACKS FIT FOR ALL	90684411	
JOYFUL SNACKS FIT FOR ALL	90684260	
JOYFUL SNACKS FIT FOR ALL	90795664	6746474
FITJOY	90906866	
FITJOY	88910773	6210340
FITJOY	87207656	5267679
FREEDOM TO ENJOY	86944439	5188021
FREEDOM TO ENJOY	86944433	5590692
FITJOY	86875462	5182762
FITJOY	86875456	5182761

International Trademarks

Mark	IP Office	Application Number	Registration Number
FITJOY	WIPO	1621207	
FITJOY	Australia / WIPO	1621207	
FITJOY	Brazil / WIPO	1621207	
FITJOY	Canada / WIPO	1621207	
FITJOY	China / WIPO	1621207	
FITJOY	European Union / WIPO	1621207	
FITJOY	India / WIPO	1621207	
FITJOY	Israel / WIPO	1621207	
FITJOY	Japan / WIPO	1621207	
FITJOY	Mexico / WIPO	1621207	
FITJOY	New Zealand / WIPO	1621207	
FITJOY	Norway / WIPO	1621207	
FITJOY	Pakistan / WIPO	1621207	
FITJOY	Korea / WIPO	1621207	
FITJOY	Russia / WIPO	1621207	
FITJOY	Switzerland / WIPO	1621207	
FITJOY	United Kingdom / WIPO	1621207	
FITJOY	Argentina (INPI)	3555962	2918068
FITJOY	Argentina (INPI)	3555963	2918067
FITJOY	Argentina (INPI)	3555965	2918066
FITJOY	Australia (IPA)	1765726	1765726
FITJOY	Australia (IPA)	1784809	1784809
FITJOY	Brazil (INPI)	910939411	910939411
FITJOY	Brazil (INPI)	910940134	910940134
FITJOY	Brazil (INPI)	910940193	910940193
FITJOY	Brazil (INPI)	910940215	910940215
FITJOY	Canada (CIPO)	1779384	TMA1049585
FITJOY	Canada (CIPO)	1779386	TMA1049606
FITJOY	Canada (CIPO)	1800300	TMA1049584
FITJOY	Canada (CIPO)	1779385	TMA1065860
FITJOY	Chile (INAPI)	1215506	1236849
FITJOY	China (SAIC)	19854762	19854762
FITJOY	China (SAIC)	19854761	19854761
FITJOY	China (SAIC)	19854760	19854760
FITJOY	China (SAIC)	21349299	21349299
FITJOY	Colombia (SIC)	SD20160007993	559071
FITJOY	European Union (EUIPO)	15366552	15366552

FITJOY	Hong Kong (HKIPD)	303884798	303884798
FITJOY	Indonesia (DGIP)	D002016057664	IDM000689488
FITJOY	Indonesia (DGIP)	D002016057666	IDM000685504
FITJOY	Indonesia (DGIP)	D002016057662	IDM000685488
	Japan (JPO)	2016-138903	6028604
	Japan (JPO)	2016-138905	6034118
	Japan (JPO)	2016-138904	6060226
FITJOY	Kazakhstan (KPO)	76462	56133
FITJOY	Kazakhstan (KPO)	76941	56426
FITJOY	Kazakhstan (KPO)	76942	56427
FITJOY	Kazakhstan (KPO)	76943	56428
FITJOY	Mexico (IMPI)	1738419 (1738419T)	1663831
FITJOY	Mexico (IMPI)	1738417 (1738417T)	1661955
FITJOY	Mexico (IMPI)	1738415 (1738415T)	1663830
FITJOY	Mexico (IMPI)	1771463 (1771463T)	1695569
FITJOY	New Zealand	1041359	
FITJOY	New Zealand	1047221	
FITJOY	Pakistan	434099	
FITJOY	Pakistan	434100	
FITJOY	Pakistan	434101	
FITJOY	Panama (DGIP)	255764	255764
FITJOY	Panama (DGIP)	255763	255763
FITJOY	Panama (DGIP)	255762	255762
FITJOY	Panama (DGIP)	255761	255761
FITJOY	Paraguay (DINAPI)	1649772	444355
FITJOY	Paraguay (DINAPI)	1649774	447938
FITJOY	Paraguay (DINAPI)	1646829	450625
FITJOY	Paraguay (DINAPI)	1646826	453369
FITJOY	Russia (ROSPATENT)	2016734326	629573

FITJOY	Russia (ROSPATENT)	2016734327	622577
FITJOY	Turkey (TPTO)	2016/52248 (201652248)	2016 52248
FITJOY	United Arab Emirates (IP Dept)	262733	262733
FITJOY	United Arab Emirates (IP Dept)	262735	262735
FITJOY	United Arab Emirates (IP Dept)	262736	262736
FITJOY	United Arab Emirates (IP Dept)	262737	262737