

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Interest Media Holdco, Inc.		06/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	IDEAfit, Inc.		
Street Address:	7875 Highland Village Place		
Internal Address:	Suite B102-453		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92129		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4483860	FITFEED	
CORRESPONDENCE DATA			
Fax Number:	8587938099		
<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:	858-793-8090		
Email:	mark@bibr.com		
Correspondent Name:	Mark I. Reichenthal		
Address Line 1:	2011 Palomar Airport Road		
Address Line 2:	Suite 306		
Address Line 4:	Carlsbad, CALIFORNIA 92011		
NAME OF SUBMITTER:	Mark I. Reichenthal		
SIGNATURE:	/Mark I. Reichenthal/		
DATE SIGNED:	02/28/2023		
Total Attachments: 2			
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source=FITFEED Mark Assignment-2022-06-13 09-26#page2.tif			

OP \$40.00 4483860

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is effective as of the date of the last signature below (the "Effective Date"), and is made by and between Active Interest Media Holdco, Inc., a Delaware corporation ("Assignor"), and IDEAFit, Inc., a California corporation ("Assignee").

Whereas, Assignor is the owner of Registration No. 4483860 ("Registration") for the mark FITFEED ("Trademark") and previously used this mark and others in connection with a business that was purchased by a third party; and

Whereas, Assignee has now acquired the business from the third party but was unable to acquire the Trademark and Registration because it had not been assigned in the prior transaction;

Whereas, Assignor desires to transfer to Assignee and Assignee desires to acquire the Registration and all rights it may have in the Trademark;

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademark, including:

(a) the goodwill connected with the use of the Trademark and symbolized thereby, the Registration, and all issuances, extensions and renewals thereof;

(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 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. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee.

3. Signatures; Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered by facsimile, e-mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. Choice of Law. This Assignment shall be interpreted and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws or principles that might refer the governance or construction of this Assignment to the law of another jurisdiction.

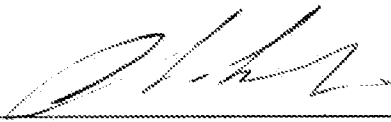
IN WITNESS WHEREOF, the Assignee and Assignor have executed this Agreement as of the Effective Date.

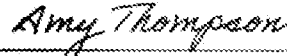
ASSIGNOR

ASSIGNEE

ACTIVE INTEREST MEDIA HOLDCO, INC.

IDEAFIT INC.

By: 

By: 

Name: Andrew W. Chaman

Name: Amy Thompson

Title: CEO

Title: Owner & CEO

Date: 6/13/2022

Date: 6/13/2022