

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM796555

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/02/2018
RESUBMIT DOCUMENT ID:	900752877

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maxine Johnson		02/22/2023	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	TEMPLEFIT LLC
Street Address:	4570 AVERY LN SE STE C-I
City:	LACEY
State/Country:	WASHINGTON
Postal Code:	98503-5608
Entity Type:	Limited Liability Company: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6254375	TEMPLEFIT

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.

Email: jcalred@mileswaycoyne.com
Correspondent Name: Jason Aldred
Address Line 1: 2103 Harrison Ave NW
Address Line 2: Ste 2 PMB 1031
Address Line 4: Olympia, WASHINGTON 98502-2607

ATTORNEY DOCKET NUMBER:	TEMFIT-T001
NAME OF SUBMITTER:	Jason Aldred
SIGNATURE:	/jcalred/
DATE SIGNED:	03/22/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of February 22, 2023, is made by Maxine Johnson ("Assignor"), an Individual, located at 4570 Avery Ln SE Ste C-1, Lacey, WA, 98503-5608, in favor of TEMPLEFIT, LLC ("Assignee"), a Washington limited liability company, having a principal mailing address of 4570 Avery Ln SE Ste C-1, Lacey, WA, 98503-5608.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees that Assignor hereby assigned unto Assignee *nunc pro tunc* effective as of February 2, 2018 all of Assignor's right, title, and interest in and to the January 26, 2021 registered trademark described herein; furthermore, 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 following:

(a) the trademark registration(s) and trademark application(s) set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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, 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Quality Control. Assignee shall continue its use of the Assigned Trademarks only in the form and manner consistent with which, and in connection with goods and services of a

level of quality equal to or greater than the quality of goods and services in connection with which, Assignee used the Assigned Trademarks immediately prior to the Filing Date set forth on **Schedule 1**.

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

[SIGNATURE PAGE FOLLOWS]

Schedule 1
Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
TEMPLEFIT (Stylized Design)	U.S.	6,254,375	January 26, 2021

Goods and
Services

Class 44: Counseling services in the fields of health, nutrition and lifestyle wellness.

Trademark Applications

Mark	Jurisdiction	Original Filing Basis	Application Serial Number	Filing Date
TEMPLEFIT (Stylized Design)	U.S.	1A	88684463	November 7, 2019