

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paradigm Health & Wellness, Inc.		06/20/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4186879	EXERPEUTIC	
Registration Number:	4319101	PROGEAR FITNESS	
Registration Number:	4496290	AIRSOFT	
Registration Number:	4660974	FITNESS REALITY	
Registration Number:	4661002	FITNESS REALITY REAL PEOPLE REAL RESULTS	
Registration Number:	4824863	MYCLOUDFITNESS	
Registration Number:	5152055	SUPER MAX	
Registration Number:	5178290	FITNESS REALITY	
Registration Number:	5201820	MYFITQUEST	
Registration Number:	5287445	MYFITQUEST	
Registration Number:	5397785	SURELOCK	
Registration Number:	5481914	FITNESS REALITY GYM	
Registration Number:	5729029	RESOLVE FITNESS	
Registration Number:	5729024	RESOLVE FITNESS	
Registration Number:	5440244	X CLASS	
Registration Number:	5442665	FITNESS REALITY KIDS	
Registration Number:	5657431	EXERWORK	
Registration Number:	5840712	R	

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Property Type	Number	Word Mark
Registration Number:	5956670	FOLDAWAY INVERSION
Registration Number:	5985809	MCF PLUS
Registration Number:	5997845	REACTIVE RUNNER
Registration Number:	6017277	PROGEAR FITNESS
Registration Number:	6274303	HIITMASTER
Registration Number:	6129284	FITNESS REALITY
Serial Number:	97066639	GAMEFIT
Serial Number:	90024947	VITA FIT
Registration Number:	6556923	TUG-N-TIGHT
Registration Number:	6544348	FITNESS REALITY

CORRESPONDENCE DATA

Fax Number: 6192311234

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: 6195252500

Email: w.bivens@mpglaw.com

Correspondent Name: D. Whitlow Bivens

Address Line 1: 225 Broadway

Address Line 2: Suite 1900

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER: D. Whitlow Bivens

SIGNATURE: /D. W. Bivens/

DATE SIGNED: 08/10/2023

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), is made effective as of June 20, 2023 (the "Effective Date"), by and between Paradigm Health & Wellness, Inc., a California corporation with an address of 1189 Jellick Avenue City of Industry, California 91748 ("Assignor") and Fifth Third Bank, National Association with an address at 6111 N. River Road Rosemont, Illinois 60018 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owned and used the trademarks listed in Exhibits 1-9 (the "Marks");

WHEREAS, Assignor also owned the Trademark Applications and Registrations listed in Exhibits 1-9 (collectively, the "Registrations");

WHEREAS, Assignee acquired the Marks, the associated goodwill and the Registrations; and

WHEREAS, pursuant to a loan foreclosure and collateral repossession, Assignor assigned the Marks, the associated goodwill and the Registrations to Assignee.

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

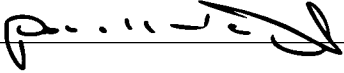
1. Assignment and Assumption. Assignor agrees that Assignor assigned to Assignee effective as of the Effective Date, all right, title and interest in and to the Marks throughout the world, the Registrations, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states or countries and the right (but not the obligation) to assert such registered trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past or future acts of infringement that have occurred or may occur.

2. Recordation. Assignor acknowledges and agrees that Assignee may record this Assignment with the U.S. Patent and Trademark Office, or appropriate Trademark Office or other governmental authorities of any relevant jurisdiction, and Assignor hereby requests such office to issue all registrations and renewals for the Marks to Assignee in accordance with the terms of this Assignment.

3. Further Assurances. From time to time after the date hereof, upon the reasonable request of Assignee, Assignor shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as Assignee may reasonably request, in order to fully effectuate the purposes, terms and conditions of this Assignment.

Agreed:

Paradigm Health & Wellness, Inc.

By:  _____

Date: 6/16/2023 _____

Name: Paul Hsieh _____

Title: President _____

EXHIBIT 1

PARADIGM HEALTH & WELLNESS, INC.
Trademarks

No.	Trademark Number	Trademark Name	Class	Status
1	4186879	Exerpeutic	28	Registered
2	4319101	Pro Gear Fitness	28	Registered
3	4496290	Airsoft	28	Registered
4	4660974	Fitness Reality	28	Registered
5	4661002	Fitness Reality (Real People Real Results)- Logo	28	Registered
6	4824863	My Cloud Fitness	9, 28, 42	Registered
7	5152055	Super Max	28	Registered
8	5178290	Fitness Reality	28	Registered
9	5201820	MYFITQUEST (Logo)	9	Registered
10	5287445	MYFITQUEST	9	Registered
11	5397785	SURELOCK	10	Registered
12	5481914	Fitness Reality Gym	28	Registered
13	5729029	Resolve Fitness (Logo)	28	Registered
14	5729024	Resolve Fitness	28	Registered
15	5440244	X Class	28	Registered
16	5442665	Fitness Reality Kids	28	Registered
17	5657431	ExerWork	28	Registered
18	5840712	R Logo	28	Registered
19	5956670	Foldaway Inversion (Logo)	28	Registered
20	5985809	MCF Plus	9	Registered
21	5997845	Reactive Runner	28	Registered
22	6017277	Progear Fitness	28	Registered
23	6274303	HIITMASTER	28	Registered
24***	6129284	FITNESS REALITY	27	Registered
25***	97066639	Gamefit	9	Allowed/Pending
26***	90024947	VITA FIT	28	Suspended
27***	6556923	Tug-N-Tight	28	Registered
28***	6544348	Fitness Reality (Stylized)	28	Registered

*** No recordation of security interest at USPTO