

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		06/20/2023	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	XPlus Outdoor Inc.		
Street Address:	20955 Pathfinder Road		
City:	Diamond Bar		
State/Country:	CALIFORNIA		
Postal Code:	91765		
Entity Type:	Corporation: CALIFORNIA		
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	

OP \$715.00 4186879

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: 08/11/2023

Total Attachments: 3

source=Fifth Third Bank to XPlus - Trademark Assignment and Exhibits 1#page1.tif

source=Fifth Third Bank to XPlus - Trademark Assignment and Exhibits 1#page2.tif

source=Fifth Third Bank to XPlus - Trademark Assignment and Exhibits 1#page3.tif

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), is made effective as of June 20, 2023 (the "Effective Date"), by and between Fifth Third Bank, National Association with an address at 6111 N. River Road Rosemont, Illinois 60018 ("Assignor") and XPlus Outdoor Inc., a California corporation, with an address at 20955 Pathfinder Road Diamond Bar, California 91765 ("Assignee"). Capitalized terms used herein that are defined in the Asset Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement unless otherwise defined herein. 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 that certain Asset Purchase Agreement (Article 9), 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 in accordance with that certain Asset Purchase Agreement (Article 9) effective as of June 20, 2023, Assignor assigned to Assignee, 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:

Fifth Third Bank, National Association

By: *Teak Hine*

Date: 6/16/2023

Name: Teak Hine

Title: vice president

EXHIBIT 1

TRADEMARKS: USA

No.	Trademark Number	Trademark Name	Class	Status
1	4186879	Exerpeutic	28	Registered
2	4319101	Pro Gear Fitness	28	Registered
3	4362529	Cloud Fitness	9, 42	Registered
4	4496290	Airsoft	28	Registered
5	4660974	Fitness Reality	28	Registered
6	4661002	Fitness Reality (Real People Real Results)- Logo	28	Registered
7	4824863	My Cloud Fitness	9, 28, 42	Registered
8	5152055	Super Max	28	Registered
9	5178290	Fitness Reality	28	Registered
10	5201820	MYFITQUEST (Logo)	9	Registered
11	5287445	MYFITQUEST	9	Registered
12	5397785	SURELOCK	10	Registered
13	5481914	Fitness Reality Gym	28	Registered
14	5729029	Resolve Fitness (Logo)	28	Registered
15	5729024	Resolve Fitness	28	Registered
16	5440244	X Class	28	Registered
17	5442665	Fitness Reality Kids	28	Registered
18	5657431	ExerWork	28	Registered
19	5840712	R Logo	28	Registered
20	5956670	Foldaway Inversion (Logo)	28	Registered
21	5985809	MCF Plus	9	Registered
22	5997845	Reactive Runner	28	Registered
23	6017277	Progear Fitness	28	Registered
24	6274303	HIITMASTER	28	Registered
25***	6129284	FITNESS REALITY	27	Registered
26***	97066639	Gamefit	9	Allowed/Pending
27***	90024947	VITA FIT	28	Suspended
28***	6556923	Tug-N-Tight	28	Registered
29***	6544348	Fitness Reality (Stylized)	28	Registered

*** No recordation of security interest at USPTO