

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM846772

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900798913		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Throwdown Industries Holdings, LLC		10/20/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Core Health & Fitness, LLC		
<b>Street Address:</b>	4400 NE 77th Ave.		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98662		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90376411	THROWDOWN	
<b>Serial Number:</b>	90056462	THROWDOWN	
<b>Registration Number:</b>	6727119	THROWDOWN	
<b>Registration Number:</b>	6261863	T I	
<b>Registration Number:</b>	6141833	TI	
<b>Registration Number:</b>	6108031	THROWDOWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	407-236-5872		
<b>Email:</b>	jhopkins@foley.com		
<b>Correspondent Name:</b>	Jennifer Hopkins		
<b>Address Line 1:</b>	301 East Pine Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>ATTORNEY DOCKET NUMBER:</b>	119325-0103		

<b>NAME OF SUBMITTER:</b>	Jennifer Hopkins
<b>SIGNATURE:</b>	/Jennifer Hopkins/
<b>DATE SIGNED:</b>	10/18/2023
<b>Total Attachments: 14</b> source=Throwdown to Core Trademark Assignment (Oct. 2023)#page1.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page2.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page3.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page4.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page5.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page6.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page7.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page8.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page9.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page10.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page11.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page12.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page13.tif source=Throwdown to Core Trademark Assignment (Oct. 2023)#page14.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of October 20, 2022, (the "Effective Date") is made by and between Core Health & Fitness, LLC, a Nevada limited liability company ("Assignee"), and Throwdown Industries Holdings, LLC, a Delaware limited liability company ("Assignor"). Assignor and Assignee are each individually referred to herein as a "Party" and collectively, as the "Parties". Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below).

**RECITALS**

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee is acquiring substantially all of the assets of Assignor, including by assuming all right, title and interest of Assignor to all trademarks or tradenames currently owned by Assignor;

B. Assignor owns all right, title and interest in and to the trademarks listed in Exhibit A to this Agreement (the "Trademarks"); and

C. Assignor wishes to sell and assign to Assignee and Assignee wishes to purchase and assume from Assignor all right, title and interest of Assignor in and to the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignor agrees to and does hereby transfer to Assignee, and Assignee does hereby accept all right, title and interest in and to the Trademarks, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. Assignor agrees to execute and deliver, and to cause its Affiliates to execute and deliver, at the reasonable request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may reasonably require in order to vest all of Assignor's right, title and interest in and to the Trademarks in Assignee and/or provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

4. This Agreement shall be construed and interpreted according to the laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

5. This Agreement may be executed by facsimile or pdf copy of signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by all Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

**THROWDOWN INDUSTRIES  
HOLDINGS, LLC**

DocuSigned by:  
*Charles Joiner*  
By: \_\_\_\_\_  
Name: Charles Joiner  
Title: President

**CORE HEALTH & FITNESS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

**THROWDOWN INDUSTRIES  
HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CORE HEALTH & FITNESS, LLC**

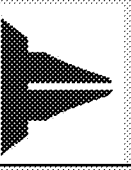

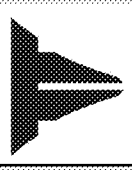
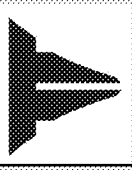
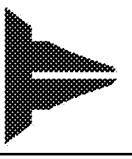
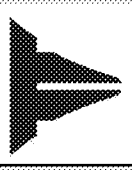
By: Jason Leone  
Name: Jason Leone  
Title: President

[Signature Page to Trademark Assignment Agreement]


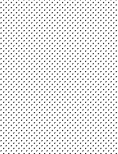

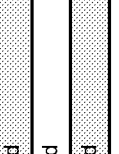

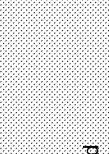


**EXHIBIT A**






**Trademarks**


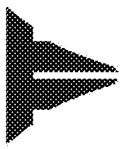


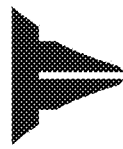
See Attached






Country	Trademark	Trademark image	Application Number	Registration Number	Status
Argentina	Ti Design		3918704	3267387	Registered
Argentina	Ti Design		3918703	3267386	Registered
Argentina	Ti Design		3918702	3267385	Registered
Argentina	THROWDOWN		3918701	3210802	Registered
Argentina	THROWDOWN		3918700		Pending
Argentina	THROWDOWN		3918699	3210801	Registered
Australia	Ti Design		1561012	2137093	Registered
Australia	Ti Design		1561005	2137072	Registered
Australia	Ti Design		1561004	2137062	Registered
Australia	THROWDOWN		1548927	2116994	Registered
Australia	THROWDOWN		1547456	2115057	Registered





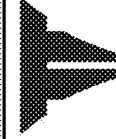
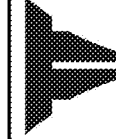



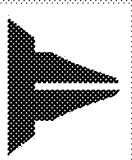

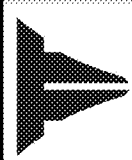
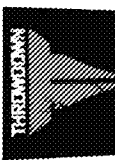
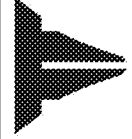

Country	Trademark	Trademark image	Application Number	Registration Number	Status
Australia	THROWDOWN		1547412	2115043	Registered
Australia	THROWDOWN		1057729	1398710	Registered
Brazil	THROWDOWN		830642870	830642870	Registered
Brazil	THROWDOWN		830636773	830636773	Registered
Brazil	TI Design		501561012	1561012	Registered
Brazil	TI Design		501561005	1561005	Registered
Brazil	TI Design		501561004	1561004	Registered
Brazil	THROWDOWN		501548927	1548927	Registered
Brazil	THROWDOWN		501547456	1547456	Registered
Brazil	THROWDOWN		501547412	1547412	Registered
Canada	TI Design		2064943	TMA1133421	Registered
Canada	TI Design		2064944	TM1188202	Registered




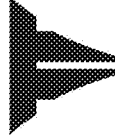

Country	Trademark	Trademark image	Application Number	Registration Number	Status
Canada	Ti Design		2064945	TMA1189237	Registered
Canada	THROWDOWN		1554884	TMA865390	Registered
Canada	THROWDOWN		2049448		Pending
Canada	THROWDOWN		2048129	TMA1125140	Registered
Canada	THROWDOWN		2048120		Pending
Chile	Ti Design		1362973	1337240	Registered
Chile	THROWDOWN		1362971	1337239	Registered
China	Ti Design		1561012	1561012	Registered
China	Ti Design		1561005	1561005	Registered
China	Ti Design		1561004		Pending
China	THROWDOWN		1548927	1548927	Registered
China	THROWDOWN		1547456	1547456	Registered
China	THROWDOWN		1547412	1547412	Registered
China	THROWDOWN		1057729	1057729	Registered

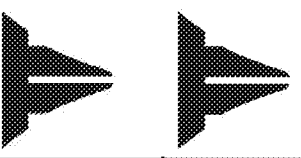
Country	Trademark	Trademark image	Application Number	Registration Number	Status
European Union	Ti Design		1561012	1561012	Registered
European Union	Ti Design		1561005	1561005	Registered
European Union	Ti Design		1561004	1561004	Registered
European Union	THROWDOWN		1548927	1548927	Registered
European Union	THROWDOWN		1547456	1547456	Registered
European Union	THROWDOWN		1547412	1547412	Registered
European Union	THROWDOWN		1057729	1057729	Registered
India	THROWDOWN		1975966	1975966	Registered
India	Ti Design		4757585		Pending
India	Ti Design		4757571		Pending
India	THROWDOWN		4646892		Pending
India	THROWDOWN		4640548	1547456	Registered
India	THROWDOWN		1547412		Pending

Country	Trademark	Trademark image	Application Number	Registration Number	Status
India	THROWDOWN		1975965		Pending
Japan	TI Design		1561012	1561012	Registered
Japan	TI Design		1561005	1561005	Registered
Japan	TI Design		1561004	1561004	Registered
Japan	THROWDOWN		1548927	1548927	Registered
Japan	THROWDOWN		1547456	1547456	Registered
Japan	THROWDOWN		1547412	1547412	Registered
Madrid Protocol	THROWDOWN		1547456	1547456	Registered
Madrid Protocol	THROWDOWN		1547412	1547412	Registered
Mexico	TI Design		2460655	2353393	Registered
Mexico	TI Design		2460653	2353392	Registered

Country	Trademark	Trademark image	Application Number	Registration Number	Status
Mexico	Ti Design		2460652	2353391	Registered
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Mexico	Ti Design		2460650	2353389	Registered
Mexico	Ti Design		2460649	2353388	Registered
Mexico	Ti Design		2460648	2353387	Registered
Mexico	Ti Design		2460647	2353386	Registered
Mexico	THROWDOWN		2422050	2331279	Registered
Mexico	THROWDOWN		2422053	2331281	Registered
Mexico	THROWDOWN		2422052	2331280	Registered
Mexico	THROWDOWN		2422051	2467812	Registered
Mexico	THROWDOWN		2420031	2334999	Registered

Country	Trademark	Trademark image	Application Number	Registration Number	Status
Mexico	THROWDOWN		2420019	2326885	Registered
Mexico	THROWDOWN		1043151	1147401	Registered
Mexico	THROWDOWN		2422054	2331282	Registered
Mexico	THROWDOWN TI & Design		1043156	1149159	Registered
New Zealand	Ti Design		1561012	1164585	Registered
New Zealand	Ti Design		1561005	1164583	Registered
New Zealand	Ti Design		1561004	1164719	Registered
New Zealand	THROWDOWN		1158149	1548927	Registered
North Korea	THROWDOWN		1057729	1057729	Registered
Peru	THROWDOWN		440227-2010	T00002320	Registered
Russian Federation	Ti Design		1561012	1561012	Registered

Country	Trademark	Trademark image	Application Number	Registration Number	Status
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Russian Federation	Ti Design		1561004	1561004	Registered
Russian Federation	THROWDOWN		1548927	1548927	Registered
Russian Federation	THROWDOWN		1547456	1547456	Registered
Russian Federation	THROWDOWN		1547412	1547412	Registered
Russian Federation	THROWDOWN		1057729	1057729	Registered
South Korea	Ti Design		1561012	1561012	Registered
South Korea	Ti Design		1561005	1561005	Registered
South Korea	Ti Design		1561004	1561004	Registered
South Korea	THROWDOWN		1548927	1548927	Registered
South Korea	THROWDOWN		1547412	1547412	Registered
South Korea	THROWDOWN		1057729	1057729	Registered

Country	Trademark	Trademark image	Application Number	Registration Number	Status
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United Kingdom	THROWDOWN		1547412	1547412	Registered
United Kingdom	THROWDOWN		1547456	1547456	Registered
United States of America	THROWDOWN		90/376411		Pending
United States of America	THROWDOWN		90/056462		Pending
United States of America	THROWDOWN		90/047750	6727119	Registered
United States of America	TI Design		90/047747	6261863	Registered
United States of America	TI Design		88/809358	6141833	Registered
United States of America	THROWDOWN		88/807988	6108031	Registered
United States of America	THROWDOWN		88/754060	6080250	Registered