

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Susan Nichols		07/09/2013	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Yogitoes LLC
<b>Street Address:</b>	345 South Douglas Street
<b>City:</b>	El Segundo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90245
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3015294	YOGITOE
Registration Number:	3020870	SKIDLESS
Registration Number:	3635388	
Registration Number:	3747889	
Registration Number:	3369469	YSTRAP
Registration Number:	3378733	YOGITOE
Registration Number:	3392496	MSEAT
Registration Number:	3517952	FITTOES
Registration Number:	3517953	FITTOES
Registration Number:	3518029	TEENITOE
Registration Number:	3518030	TEENITOE
Registration Number:	3655516	SPATOE
Registration Number:	3658957	SPATOE
Registration Number:	3689085	

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Registration Number:	3909000	SWEATLESS
Registration Number:	3909001	SWEATLESS
Registration Number:	4271604	RSKIDLESS
Registration Number:	4278798	RYOGA
Serial Number:	85730678	
Serial Number:	85735919	
Serial Number:	85627645	

**CORRESPONDENCE DATA**

Fax Number: 6173459020  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617 345 9000  
Email: tmdocket@haslaw.com  
Correspondent Name: Deborah L. Benson  
Address Line 1: 28 State Street  
Address Line 2: c/o Hinckley, Allen & Snyder LLP  
Address Line 4: Boston, MASSACHUSETTS 02109-1775

NAME OF SUBMITTER:	Deborah L. Benson
Signature:	/Deborah L Benson/
Date:	07/11/2013

Total Attachments: 3  
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source=Executed US Trademark Assignment between Susan Nichols and Yogitoes#page3.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated as of July 9, 2013 (the "Effective Date") is by and between Susan Nichols ("Assignor"), and Yogitoes LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the Trademark Applications and Registrations listed on Schedule "A" attached hereto (the "Trademarks"), and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to Trademarks from Assignor pursuant to this Assignment.

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

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the identified applications and/or registrations therefor, and the right to enforce the Trademarks in the United States and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to maintain all such registrations, renewals, and applications; to sue for all past, present or future infringements or other violations of any rights in or to the Trademarks; and to settle and retain proceeds from any such actions in the name of Assignee, its successors or assigns..

2. Further Assurances. Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Trademarks, and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. Purchase Agreement. Nothing contained herein is intended to modify, amend or alter in any respect the rights and obligations of the parties under that certain Asset Purchase Agreement between Assignor and Assignee dated as of the date set forth above, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first written above to be effective as of the Effective Date.

ASSIGNOR:



Susan Nichols

ASSIGNEE:

Yogitos LLC,  
a Delaware limited liability company

By:



Name: Michael Dutton

Title: Director

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE "A"  
U.S. Trademarks**

Title	Serial Number	Filing Date	Registration No.	Registration Date
YOGITOE	78/452,202	7/16/2004	3,015,294	11/15/2005
SKIDLESS	78/525,943	12/2/2004	3,020,870	11/29/2005
The DOT	78/820,702	2/22/2006	3,635,388	6/9/2009
DOT	78/981,261	12/3/2009	3,747,889	2/9/2010
ySTRAP	78/964,673	8/31/2006	3,369,469	1/15/2008
YOGITOE (plus dot)	78/965,791	9/1/2006	3,378,733	2/5/2008
mSEAT	77/059,340	12/7/2006	3,392,496	3/4/2008
FITTOES	77/349,386	12/11/2007	3,517,952	10/14/2008
FITTOES (stylized)	77/349,386	12/11/2007	3,517,953	10/14/2008
TEENITOE	77/394,719	2/12/2008	3,518,029	10/14/2008
TEENITOE (stylized)	77/394,727	2/12/2008	3,518,030	10/14/2008
SPATOE	77/415,976	3/7/2008	3,655,516	7/14/2009
SPATOE (stylized)	77/416,016	3/7/2008	3,658,957	7/21/2009
"Dot" (orange)	77/889,875	3/12/2009	3,689,085	9/28/2009
SWEATLESS	77/847,809	10/13/2009	3,909,000	1/18/2011
SWEATLESS (stylized)	77/847,887	10/13/2009	3,909,001	1/18/2011
rSKIDLESS	85/625,730	5/15/2010	4,271,604	1/1/2013
rYOGA	85/625,695	5/15/2012	4,278,798	1/22/2013
(Center Circle Design)	85/730,678	9/17/2012	Pending	N/A
(Contrast Color)	85/735,919	9/22/2012	Pending	N/A
(Grid Design)	85/627,645	5/16/2012	Pending	N/A