

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fitcrate, LLC		03/04/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Barbell Apparel, LLC		
Street Address:	9340 W. Martin Ave.		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89148		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4588033	BARBELL APPAREL EST. MMXIII	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	7025787004		
Email:	hurleylegal@gmail.com		
Correspondent Name:	Jennifer J. Hurley, Esq.		
Address Line 1:	11410 Coral Hills Drive		
Address Line 4:	Dallas, TEXAS 75229		
NAME OF SUBMITTER:	Jennifer J. Hurley		
SIGNATURE:	/Jennifer J. Hurley/		
DATE SIGNED:	04/18/2016		
Total Attachments: 3			
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OP \$40.00 4588033

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of March 4, 2016 (the "Effective Date") by and between FITCRATE L.L.C., a Nevada limited liability company (hereinafter, "Assignor"), and BARBELL APPAREL L.L.C., a Nevada limited liability company (hereinafter, "Assignee") and shall be effective as of the Effective Date.

Recitals

A. Assignor is the exclusive owner of the Registered U.S. Trademark No. 4588033 for the design plus words, letters, and/or numbers mark "Barbell Apparel Est. MMXIII" (hereinafter the "Trademark").

B. Assignee wishes to acquire the Trademark on the terms and conditions set forth herein and Assignor wishes assign the Trademark to Assignee on the terms and conditions set forth herein.

Agreement

In consideration of the covenants, conditions, and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. Trademark Assignment. Assignor irrevocably and perpetually grants to Assignee any and all ownership rights, of any kind and character, in and to the Trademark and Assignor hereby relinquishes any and all claims to ownership of the Trademark in favor of Assignee.

2. Covenants of Assignee. Subsequent to the execution of this Agreement by all parties, Assignee shall take all necessary steps to change the ownership of the Trademark from Assignor to Assignee with the United States Patent and Trademark Office and the Assignee shall be solely responsible for any and all costs and/or fees associated therewith.

3. Covenants of Assignor. Assignor will cooperate with the completion of and execute all documents necessary to complete the transfer and assignment of the Trademark to Assignee.

4. Payments. In exchange for the goods, grants, assignments, promises, and warranties by Assignor herein, and with other good and valid consideration the receipt of which is acknowledge hereby, Assignee has paid Assignor the sum of Five Hundred Dollars (USD\$500) as of the Effective Date.

5. Representations and Warranties by Assignor. Assignor warrants and represents to Assignee that it has the full right and authority to enter into this Agreement, including the full right and authority to assign the Trademark to Assignee; it is the owner of all right, title, and interest in and to the Trademark; that the rights conferred herein do not infringe on the intellectual property rights of any third party; and as of the Effective Date and to the knowledge of Assignor, there are no existing actions, suits or claims pending against it with respect to its right to enter into and perform its obligations under this Agreement.

6. Representations and Warranties by Assignee. Assignee warrants and represents to Assignor that it has the full right and authority to enter into this Agreement and perform its obligations hereunder, and as of the Effective Date and to the knowledge of Assignee, there are no existing or threatened actions, suits or claims pending against it with respect to its right to enter into and perform its obligations under this Agreement.

7. Governing Law. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed in accordance with the internal laws of the State of Nevada, except in respect of matters arising under patent, trademark, and copyright law, which matters shall be governed by and construed in accordance with United States Code, and patent, trademark, and copyright law as interpreted by the U.S. District Court in the District of Nevada, U.S. Court of Appeals for the Federal Circuit, and the U.S. Supreme Court.

8. Waiver. Neither party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition.

9. Amendment. This Agreement may be modified or amended only pursuant to a writing executed by both parties.

10. Independent Contractors. Nothing contained in this Agreement is intended implicitly, or is to be construed, to constitute Assignee or Assignor as partners in the legal sense. No party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of any other party or to bind any other party to any contract, agreement or undertaking with any third party.

11. Advice of Counsel. Assignor and Assignee have each consulted counsel of their choice regarding this Agreement, and each acknowledges and agrees that this Agreement shall not be deemed to have been drafted by one party or another and shall be construed accordingly.

12. Severability. If any provisions of this Agreement are determined to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect without said provision. The parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the intent of the parties in entering this Agreement.

13. No Third-Party Beneficiary. This Agreement is not intended to create any right or obligation inuring to the benefit of any individual or entity not a party to this Agreement.

14. Further Assurances. At any time or from time to time on and after the date of this Agreement, either party shall at the request of the other party execute, and deliver or cause to be delivered, all such consents, documents or further instruments, and take or cause to be taken all such actions, as the requesting party may reasonably deem necessary or desirable in order for the requesting party to obtain the full benefits of this Agreement and the transactions contemplated hereby.

15. Entire Agreement. This Agreement together with the Exhibits hereto constitutes the entire agreement, both written or oral, with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, between Assignee and Assignor with respect to such subject matter.

16. Facsimile Signatures/Counterparts. The parties agree that facsimile of signatures to this Agreement shall be valid and binding as original signatures and that this Agreement may be executed in two counterparts and by facsimile, each of which shall be deemed an original and which together shall constitute one instrument.

(Signature page follows)

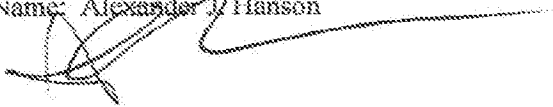
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives effective as of the Effective Date.

Assignor - Fiterate L.L.C.

By:

Dated: March 4, 2016

Name: Alexander J. Hanson



Title: Managing Member

Assignee -- Barbell Apparel L.L.C.

By:

Dated: March 4, 2016

Name: Hunter Molzen

Title: Manager

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