

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortify Technologies, LLC		10/07/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Savvysherpa, Inc.		
Street Address:	6200 Shingle Creek Parkway		
Internal Address:	Suite 400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55430		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4631153	TRIO	
Registration Number:	4598926	FIT	
Registration Number:	4611270	FIT FREQUENCY, INTENSITY, TENACITY	
Registration Number:	4586156	HAT TRICK MOTION	
CORRESPONDENCE DATA			
Fax Number:	7637953605		
<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:	763-549-3540 X8124		
Email:	bengriffith@savvysherpa.com		
Correspondent Name:	Jon Ben Griffith		
Address Line 1:	6200 Shingle Creek Parkway		
Address Line 2:	Suite 400		
Address Line 4:	Minneapolis, MINNESOTA 55430		
NAME OF SUBMITTER:	Jon B. Griffith		
SIGNATURE:	/Jon B. Griffith/		
DATE SIGNED:	10/07/2016		
Total Attachments: 2			

OP \$115.00 4631153

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Assignment of Rights to Trademarks

This Assignment of Rights to trademarks is between Fortify Technologies, LLC (“Assignor”), a Minnesota limited liability company, located at 6200 Shingle Creek Parkway, Suite 400, Minneapolis, Minnesota 55430, and Savvysherpa, Inc. (“Assignee”), a Minnesota corporation, located at 6200 Shingle Creek Parkway, Suite 400, Minneapolis, Minnesota 55430.

RECITALS

WHEREAS, Assignor owns all right, title, and interest in and to trademarks with U.S. registration numbers as follows:

U.S. Registration No. 4,631,153, the **Trio** word mark,

U.S. Registration No. 4,598,926, the **(F)(I)(T)** design mark,

U.S. Registration No. 4,611,270, the **(F)(I)(T) Frequency, Intensity, Tenacity** design mark, and

U.S. Registration No. 4,586,156, the **Hat Trick Motion** word mark,

(Hereinafter, the above registered marks collectively referred to as the “Motion Trademarks”);

WHEREAS, Assignor desires to assign to Assignee all its right, title and interest in and to the Motion Trademarks.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Assignment.** Assignor assigns, conveys, and transfers all its right, title, and interest in and to the Motion Trademarks to Assignee as of the date hereof.
2. **Acceptance.** Assignee accepts the assignment of Assignor’s entire right, title, and interest to the Motion Trademarks.
3. **Miscellaneous.** This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Any party shall, however, deliver an original signature of this Agreement to the other party upon request. Each party warrants to the other that it has full power and authority to execute and perform this Agreement in accordance with its terms without the consent or approval of any third party. If any provision of this Agreement is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions must not be impaired or affected, and the rights and obligations of the parties must be construed and enforced as if this Agreement did not contain that certain part, term or provision held to be illegal, invalid or unenforceable. This Agreement constitutes the entire agreement between Assignor and Assignee and may be amended or altered only by written agreement executed by both parties, and supersedes all prior agreements, whether written or oral, between the parties. This Agreement and the rights and obligations of the parties hereto, must be construed and enforced in accordance with the laws of the state of Minnesota and federal laws of the United States, without application of the conflicts of law provisions of any jurisdiction.

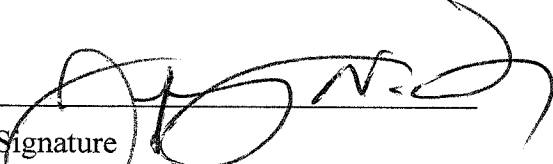
Assignor: Fortify Technologies, LLC

Assignee: Savvysherpa, Inc.

Marks: Trio; (F)(I)(T); (F)(I)(T) Frequency, Intensity, Tenacity; Hat Trick Motion

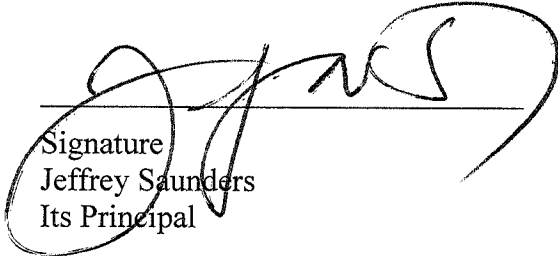
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ASSIGNOR: FORTIFY TECHNOLOGIES, LLC


Signature
Jeffrey Saunders
Its Secretary

10/7/16
Date

ASSIGNEE: SAVVYSHERPA, INC.


Signature
Jeffrey Saunders
Its Principal


10/7/16
Date

[to be completed by notary public]

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 7th day of October 2016, before me, Kelly Dee Greer, the undersigned Notary Public, personally appeared Jeffrey Saunders, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same. On this same day, this instrument was acknowledged before me.


Notary Public
My Commission Expires: January 31, 2019

