

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fitlosophy, Inc.		06/01/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	C.R. Gibson, LLC		
Street Address:	402 BNA Drive, Building 100, 6th Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3511669	FITBOOK	
Registration Number:	3511668	FITBOOK	
Registration Number:	3512250	LIVE LIFE FIT	
Registration Number:	4316889	LIVE LIFE FIT	
Serial Number:	87742567	LIVE LIFE BLESSED	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-848-8308		
Email:	dpopovic@mccarter.com		
Correspondent Name:	Michael R. Friscia		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	Four Gateway Center, 100 Mulberry Street		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	018094/00075		
NAME OF SUBMITTER:	Michael R. Friscia		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	06/28/2018		

CH \$140.00 3511669

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 1st day of June, 2018 by Fitlosophy, Inc., a California corporation ("Assignor") in favor of C. R. Gibson, LLC., a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of June 1, 2018 (the "APA"), by and among Assignor, Assignee and the other parties listed thereto, pursuant to which Assignor agrees to assign to Assignee its title, rights and interest in and to certain assets, including the trademarks identified in Schedule A (hereinafter the "Trademarks"); and

WHEREAS, Assignor and Assignee wish to document the formal assignment to Assignee of Assignor's title, interest and rights in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby assign and transfer to Assignee, its successors and assigns the entire right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any.
2. Assignor shall cooperate with Assignee at Assignee's expense in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.
3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.
4. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflict of laws thereof. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.
5. This Assignment, together with the APA, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor and Assignee relating to the subject matter hereof. Nothing provided in this Assignment shall enlarge, restrict

or otherwise modify the terms of any of the APA, including, without limitation, the representations, warranties, and covenants provided therein. In the event of any conflict between the terms of this Assignment and the terms of the APA, the terms of the APA shall control.

6. This Assignment may be executed in two or more counterparts (delivery of which may occur via facsimile), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page follows]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On May 31, 2018 before me, Susan W. Manrow, Notary Public

personally appeared Angela Mader
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan W. Manrow

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

Document Date: 5-31-18 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): President

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: Fitosophy, Inc.

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

SCHEDULE A

TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. / APP. NO.</u>	<u>REG. / FILING DATE</u>	<u>STATUS</u>
US	fitbook	Reg. No. 3511669	10/7/2008	live
US	fitbook	Reg. No. 3511668	10/7/2008	live
US	live life fit	Reg. No. 3512250	10/7/2008	live
US	live life fit	Reg. No. 4316889	4/9/2013	live
US	live life blessed	App. No. 87742567	01/03/18	live
Canada	fitbook	Reg. No. TMA881931	7/11/2014	live
Madrid Protocol (Japan)	fitbook	Reg. No. 1127749	06/19/12	live