

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484569

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
On Hold Marketing Services, Inc.		02/09/2018	Corporation: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spectrio LLC		
<b>Street Address:</b>	4033 Tampa Road, Suite 103		
<b>City:</b>	Oldsmar		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34677		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4245314	ONHOLD C O M P A N Y	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9413663999		
<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>	941-364-2738		
<b>Email:</b>	dcherry@slk-law.com		
<b>Correspondent Name:</b>	Douglas A. Cherry, Esq.		
<b>Address Line 1:</b>	240 South Pineapple Avenue		
<b>Address Line 4:</b>	Sarasota, FLORIDA 34236		
<b>ATTORNEY DOCKET NUMBER:</b>	A00118-137050		
<b>NAME OF SUBMITTER:</b>	Douglas A. Cherry		
<b>SIGNATURE:</b>	/doug cherry/		
<b>DATE SIGNED:</b>	08/02/2018		
<b>Total Attachments: 9</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (“Intellectual Property Assignment”) is made and entered into effective as of February 9, 2018 by and between **On Hold Marketing Services, Inc.**, a Louisiana corporation (“OHM”), **Fitness On Hold LLC**, a Louisiana limited liability company (“FOH”, and jointly and severally with OHM, “Assignor”), and **Spectrio, LLC**, a Delaware limited liability company (“Assignee”).

**BACKGROUND RECITALS**

3. Assignor individually owns, or may claim to own or have an interest in, the trademarks and services marks (the “Marks”), applications, registrations and other intellectual property used in connection with the Business (the “Property”) as described in Appendix A, attached hereto and incorporated by reference herein, together with the goodwill of the Business (the “Products”). Other than the Retained Assets, the Assignor represents that Assignor individually owns no further trademarks, service marks, trade names, collective marks, certification marks, slogans or logos used in connection with the Business other than those identified in, or referenced by, this recital.

THEREFORE, in consideration of the promises mutually exchanged herein and other good and valuable consideration, Assignor and Assignee agree as follows:

**AGREEMENT**

1. **ACKNOWLEDGMENT.** Assignor acknowledges, represents and warrants that the foregoing recitals are true and correct to the best of its knowledge, information and belief.

2. **TRADEMARKS.**

a. Assignor assigns to Assignee, its successors and assigns, all right, title and interest of whatever kind in and to all the Marks and the Property together with (1) the goodwill of the Business relating to the Products upon which the Marks are used; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

b. Assignor agrees to completely cease and desist, or otherwise discontinue, from any and all use, in any form, of the Marks and Property, or substantially similar variations thereof, within five (5) days of the Effective Date. Further, except as may be permitted under the separate Independent Contractor Agreement executed by Assignor and Assignee, Assignor shall not represent or imply that Assignor is certified by, sponsored by, or otherwise affiliated with Assignee. Assignor will cease using such Marks and take steps immediately to change any corporate or company names, signs, stationery, websites and other places where such names are portrayed. Assignor also agrees for itself and for its successors and assigns to not use the Marks in any company or other entity name or market under that name, to own, to be employed by, to manage, or to be an officer or director of any company which uses such name.

c. Assignor shall not, directly or indirectly, in any way formally challenge, attack, oppose, cancel, attempt to block, or denigrate Assignee's, or Assignee's successors or assigns, use, validity, ownership, license or registration of the Marks or Property, nor will Assignor, directly or indirectly, assist or encourage others to do so. Assignor shall not do or cause to be done any act or thing inconsistent with Assignee's ownership of the Marks or Property.



10. **SEVERABILITY.** If any provision or portion of any provision of this Intellectual Property Assignment is held to be invalid or unenforceable, all other provisions or portions of any provisions shall nevertheless continue in full force and effect.

11. **COUNTERPARTS; JOINTLY DRAFTED.** This Intellectual Property Assignment may be executed in counterparts, and as so executed, shall constitute one agreement binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. This Intellectual Property Assignment shall be deemed to have been negotiated and drafted at the joint request, direction, and instruction of each of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

12. **SIGNATURES.** Signatures transmitted by facsimile or email shall be deemed an original.

13. **EXHIBITS.** Any exhibits or addenda attached to this Intellectual Property Assignment are incorporated herein by reference, and if not actually attached, so long as they have been signed or initialed by the Parties.

14. **MODIFICATION.** No modification, waiver, amendment, discharge, or change of this Intellectual Property Assignment shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

15. **FULL AUTHORITY.** Any individual signing this Intellectual Property Assignment on behalf of a Party or Assignor represents and warrants that he or she has full authority to do so. No party to this Agreement has actually or purportedly assigned or transferred to any person not a party to this Intellectual Property Assignment any rights assigned in this Intellectual Property Assignment.

16. **BINDING EFFECT.** Each and every covenant and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, independent contractors, joint venturers, servants, parents, subsidiaries, affiliates, employees, officers, directors,

representatives, attorneys, assigns and successors in interest of the Parties.

17. **GOVERNING LAW.** This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

*Signatures on Following Page*



In witness whereof, the parties have executed this Intellectual Property Assignment as of the date first above written.


**WITNESSES:**

  
As to Bryant Wilson

**ASSIGNOR:**

**On Hold Marketing Services, Inc., a Louisiana corporation**

By:   
Bryant Wilson, Chief Executive Officer

  
As to Bryant Wilson

**Fitness On Hold LLC, a Louisiana limited liability company**

By:   
Bryant Wilson, Manager

**ASSIGNEE:**

**Spectrio, LLC, a Delaware limited liability company**

\_\_\_\_\_  
As to Aaron Kleinhandler

By: \_\_\_\_\_  
Aaron Kleinhandler, President

*[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]*

Execution Version

In witness whereof, the parties have executed this Intellectual Property Assignment as of the date first above written.

**WITNESSES:**

\_\_\_\_\_  
As to Bryant Wilson

**ASSIGNOR:**

**On Hold Marketing Services, Inc.**, a Louisiana corporation

By: \_\_\_\_\_  
Bryant Wilson, Chief Executive Officer

**Fitness On Hold LLC**, a Louisiana limited liability company

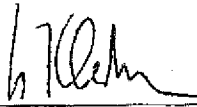
\_\_\_\_\_  
As to Bryant Wilson

By: \_\_\_\_\_  
Bryant Wilson, Manager

**ASSIGNEE:**

**Spectrio, LLC**, a Delaware limited liability company

\_\_\_\_\_  
As to Aaron Kleinhandler

By:  \_\_\_\_\_  
Aaron Kleinhandler, President

*[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]*

**APPENDIX A  
TRADEMARKS**

On Hold Company Logo has been Trademarked



NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ONHOLD COMPANY", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF A ROUND TARGET-LIKE SYMBOL COMPRISED OF MANY BLOCKS PLACED IN CIRCULAR PATTERNS THAT BEGIN IN LARGER RINGS AND GET SMALLER TOWARD THE CENTER. TO THE RIGHT OF THIS SYMBOL IS THE STYLIZED TEXT "ONHOLD COMPANY" IN GOTHAM FONT, WHERE "ONHOLD" IS ABOVE "COMPANY".

**CLASS 35—ADVERTISING AND BUSINESS**

FOR ADVERTISING SERVICES (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-13-2010; IN COMMERCE 9-15-2010.

**CLASS 41—EDUCATION AND ENTERTAINMENT**

FOR PRODUCTION OF AUDIO RECORDING (U.S. CLS. 100, 101 AND 107).

FIRST USE 7-13-2010; IN COMMERCE 9-15-2010.  
BARBARA BROWN, EXAMINING ATTORNEY

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