

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/01/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FITLOSOPHY, INC.		10/11/2018	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3441694	FITLOSOPHY	
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:	973-622-4444		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Michael Friscia		
Address Line 1:	MCCARTER & ENGLISH, LLP		
Address Line 2:	100 Mulberry Street, Four Gateway Center		
Address Line 4:	NEWARK, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	018094-00136		
NAME OF SUBMITTER:	MICHAEL R. FRISCIA		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	02/11/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

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

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark and trademark registration listed and/or described on Schedule A attached hereto and made a part hereof, and all of the goodwill associated therewith (collectively, the "Trademark"); and

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 Trademark; and

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

NOW, THEREFORE, for the sum of ten dollars (\$10.00), and for other 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, nunc pro tunc as of June 1, 2018, the entire right, title and interest in and to the Trademark, all common law rights therein, together with the goodwill of the business which is symbolized by the Trademark 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 Trademark 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.

Trademark Assignment between Fitlosophy, Inc. and C. R. Gibson, LLC.

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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]

SCHEDULE A

TRADEMARKS

COUNTRY	MARK	REGISTRATION NO.	REGISTRATION DATE
United States	FITLOSOPHY	3441694	06/03/2008

Trademark Assignment between Fitlosophy, Inc. and C. R. Gibson, LLC.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

Subscribed and sworn to (or affirmed) before me

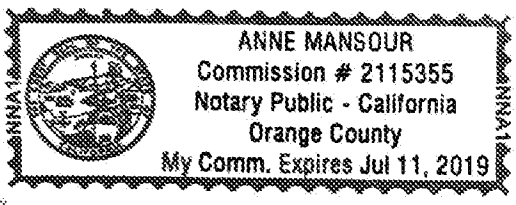
on this 11th day of October, 2018
by ANGELA STADLER
Date Month Year

(1) _____

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Anne Mansour
Signature of Notary Public



Place Notary Seal and/or Stamp Above

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: Oct 11, 2018 Number of Pages: 2

Signer(s) Other Than Named Above: _____