ETAS ID: TM523461

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Sports Sciences Association, LLC		02/21/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	ISSA, LLC		
Street Address:	825 Edmond Street		
City:	St. Joseph		
State/Country:	MISSOURI		
Postal Code:	64502		
Entity Type:	Limited Liability Company: MISSOURI		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2478774	ISSA	
Registration Number:	4234965	THE ISSA YOUR TRUSTED SOURCE FOR FITNESS	

CORRESPONDENCE DATA

Fax Number: 8164743216

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.

Phone: 816-474-8100

sfaction@spencerfane.com Email:

Correspondent Name: Kyle L. Elliott

Address Line 1: 1000 Walnut Street

Address Line 2: **Suite 1400**

Address Line 4: Kansas City, MISSOURI 64106

ATTORNEY DOCKET NUMBER:	5032153-1 KCY
NAME OF SUBMITTER:	Kyle L. Elliott
SIGNATURE:	/kle/
DATE SIGNED:	05/14/2019

Total Attachments: 3

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> **TRADEMARK** REEL: 006644 FRAME: 0855

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective as of February 21, 2019 (the "<u>Effective Date</u>"), by and between **International Sports Sciences Association**, **LLC**, a California limited liability company ("<u>Assignor</u>"), and **ISSA**, **LLC**, a Missouri limited liability company ("<u>Assignee</u>").

Assignor owns the registered U.S. Trademarks set forth in <u>Exhibit A</u> (hereinafter collectively referred to as the "<u>Marks</u>").

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "<u>Purchase Agreement</u>") pursuant to which Assignor agreed to assign to Assignee the Marks, the registrations therefore, and all of the rights to and interests therein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

- 1. <u>Trademark Assignment</u>. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, benefit, privilege and interest in, to, and under each Mark, together with any applications and/or registrations thereof, and the goodwill of the business symbolized thereby, including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title, and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Assignment not been made, including the right to claim first use on the date of first use by Assignor. Assignor further assigns any common law marks and any variations of the Marks.
- 2. <u>Further Action by Assignor</u>. Assignor further agrees that, on request and without further consideration (but at the expense of Assignee), Assignor will communicate to Assignee, or its representatives, all facts known to it respecting the Marks, testify in any legal proceedings, sign all lawful papers, execute all applications, assist in all trademark registrations, make all rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns and nominees, to obtain and enforce proper trademark protection for the Marks in the United States and all foreign countries.
- 3. <u>Parties Bound</u>. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument, and a portable document format (pdf) transmission or other electronic format shall be deemed to be an original signature for all purposes under this Assignment.
- 5. <u>Potential License Grant</u>. Assignor may receive a limited license from Assignee to use the Marks. Nothing in any license agreement or other instrument or any breach thereof will negate this assignment or obligate Assignee to assign the Marks back to Assignor.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

ASSIGNOR:

International Sports Sciences Association, LLC

By: Salvatore A. Arria, Manager

ASSIGNEE:

ISSA, LLC

. Timothy Hannan, Manager

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WA 12235473.5

Exhibit A

Trademark			Registration Number	Registration Date
ISSA & Design (horizontal lined running silhouette)	Nov. 5, 1997	75/384,795	2,478,774	Aug. 21, 2001
THE ISSA YOUR TRUSTED SOURCE FOR FITNESS EDUCATION	July 30, 2011	85/385,314	4,234,965	Oct. 30, 2012

RECORDED: 05/14/2019 REEL: 006644 FRAME: 0859