

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524350

<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>
Daniel L Solomon		03/27/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wings of Strength, LLC		
<b>Street Address:</b>	1534 N Moorpark Road		
<b>Internal Address:</b>	#414		
<b>City:</b>	Thousand Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91360		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5028894	DIGITAL MUSCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6022625824		
<b>Email:</b>	trademarks@jsslaw.com		
<b>Correspondent Name:</b>	Michael K. Kelly		
<b>Address Line 1:</b>	One East Washington Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	63470-7		
<b>NAME OF SUBMITTER:</b>	Michael K. Kelly		
<b>SIGNATURE:</b>	/Michael K. Kelly/		
<b>DATE SIGNED:</b>	05/20/2019		
<b>Total Attachments: 2</b>			
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CH \$40.00 5028894

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into on March 27, 2019 (the "Effective Date"), by and between Daniel L. Solomon, an individual (the "Assignor") and Wings of Strength LLC, a California limited liability company ("Assignee").

### WITNESSETH

WHEREAS, the Assignor is the sole and rightful owner of U.S. Trademark Registration Number 5,028,894 for "DIGITAL MUSCLE" and any corresponding unfiled or common law trademarks (collectively referred to as the Trademarks); and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title and interest in and to the Trademarks pursuant to this Agreement; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

The Assignor does hereby, sell, assign, transfer and set over to Assignee all of its right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations including in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of Trademark Registration Number 5028894 for "DIGITAL MUSCLE" to Assignee as recipient of Assignors' entire right, title and interest therein.

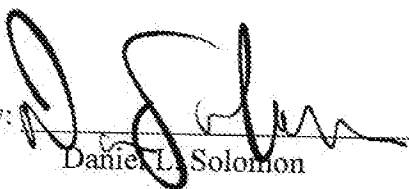
Assignor further agrees to, upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee

lawfully may request in order to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

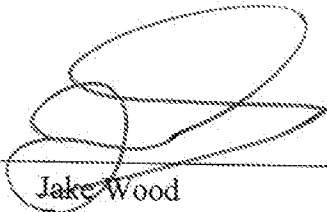
**ASSIGNOR:**

**DANIEL L. SOLOMON**

By:   
Daniel L. Solomon

**ASSIGNEE**

**WINGS OF STRENGTH LLC**

By:   
Jake Wood  
Owner, Wings of Strength LLC