

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544160

<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>
CONTINUUM FOOTSPAS, LLC		08/19/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EARTHLITE, LLC		
<b>Street Address:</b>	990 JOSHUA WAY		
<b>City:</b>	VISTA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92081		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3463471	CONTINUUM FOOTSPAS	
<b>Registration Number:</b>	3463581	MAESTRO	
<b>Registration Number:</b>	3702043	NOPIPE	
<b>Registration Number:</b>	3716718	PEDICUTE	
<b>Registration Number:</b>	3839454		
<b>Registration Number:</b>	3791463	ECHO	
<b>Registration Number:</b>	4013593	SIMPLICITY	
<b>Registration Number:</b>	4342208	OPPOSITE OF ORDINARY	
<b>Registration Number:</b>	4225690	VANTAGE	
<b>Registration Number:</b>	4956766	BRAVO	
<b>Registration Number:</b>	5082901	VISION	
<b>Serial Number:</b>	77402707	PEDIPROP	
<b>Serial Number:</b>	86758128	PEDIWAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8584560744		
<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>	(858) 456-1951		
<b>Email:</b>	sroeder@rbiplaw.com		

OP \$340.00 3463471

**Correspondent Name:** ROEDER & BRODER LLP / STEVEN G. ROEDER  
**Address Line 1:** 13400 SABRE SPRINGS PKWY.  
**Address Line 2:** SUITE 155  
**Address Line 4:** SAN DIEGO, CALIFORNIA 92128

**NAME OF SUBMITTER:** STEVEN G. ROEDER, Reg no 37227

**SIGNATURE:** /STEVEN G. ROEDER/

**DATE SIGNED:** 10/07/2019

**Total Attachments: 2**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ( "Assignment" ) dated as of August 19, 2019, ("Effective Date") is by and between CONTINUUM FOOTSPAS, LLC, a California limited liability company, doing business at ADDRESS ("Assignor"), and EARTHLITE, LLC, a California limited liability company, doing business at 990 Joshua Way, Vista, CA 92081 ("Assignee").

WHEREAS, Assignor is the owner of the Registered Trademarks listed on Schedule "A" attached hereto ("Trademarks"), and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to Trademarks from Assignor pursuant to this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, throughout the world, together with the goodwill of the business symbolized by the Trademarks and the identified applications and/or registrations therefore, and with all claims arising out of or relating to the use and/or ownership of the Trademarks which issue in any country and the right to enforce the Trademarks in the United States and/or foreign countries, if applicable, in the name of Assignee, its successors or assigns.

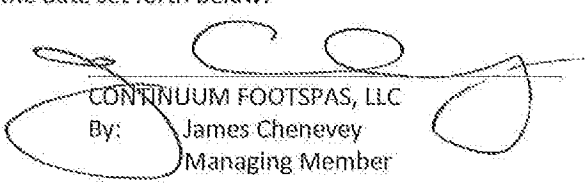
Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights to sue for past infringement.

Assignor further agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of the Trademarks, execute, verify, acknowledge and deliver all such further papers, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Trademarks, to obtain or maintain or enforce Trademarks in any and all countries and to vest title thereto in Assignee. Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce Trademarks in any and all countries and to vest title thereto in Assignee.

Assignor hereby executes this instrument on the date set forth below.

Date:

8/19/19

  
CONTINUUM FOOTSPAS, LLC  
By: James Chenevey  
Managing Member

**SCHEDULE "A"**  
**TO THE**  
**TRADEMARK ASSIGNMENT**

Title	Serial No.	Registration No.	Date Registered
CONTINUUM FOOTSPAS (& design)	77/138,078	3,463,471	7/8/2008
MAESTRO	77/166,017	3,463,581	7/8/2008
NOPIPE	77/193,284	3,702,043	10/27/2009
PEDIPROP	77/402,707	N/A	N/A
PEDICUTE	77/629,563	3,716,718	11/24/2009
trade dress – arch	77/689,486	3,839,454	8/24/2010
ECHO	77/774,600	3,791,463	5/18/2010
SIMPLICITY	85/059,935	4,013,593	8/16/2011
OPPOSITE OF ORDINARY		N/A	N/A
OPPOSITE OF ORDINARY	85/742,609	4,342,208	5/28/2013
VANTAGE	85/568,858	4,225,690	10/16/2012
BRAVO	86/444,244	4,956,766	5/10/2016
VISION	86/551,614	5,082,901	11/15/2016
PEDIWAVE	86/758,,128	N/A	N/A

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