

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivotal 5, LLC		04/09/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GoToGabby, LLC		
Street Address:	4860 Latigo Canyon Road		
City:	Malibu		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4615191	HIGHX	
CORRESPONDENCE DATA			
Fax Number:	2392542942		
<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:	(239) 254-2905		
Email:	trademarks@hahnlaw.com		
Correspondent Name:	Jeanne L. Seewald		
Address Line 1:	5811 Pelican Bay Blvd., Suite 650		
Address Line 4:	Naples, FLORIDA 34108		
NAME OF SUBMITTER:	Jeanne L. Seewald		
SIGNATURE:	/jls/		
DATE SIGNED:	04/22/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered by and between Pivotal 5 LLC, a Delaware Limited Liability Company located at 315 N. Racine Avenue, Chicago, Illinois 60607 ("Assignor") and GoToGabby LLC, a California limited liability company located at 4860 Latigo Canyon Road, Malibu, California 90265 ("Assignee").

A. Assignor is the record owner of Trademark Registration No. 4,615,191 (Application Serial No. 86/125,837) for HIGHX; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to Trademark Registration No. 4,615,191 (Application Serial No. 86/125,837), all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Registration"), on the following terms and conditions.

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

1. Assignment. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Registration, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein, and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Registration prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Registration, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignee will prepare, and Assignor will promptly execute, any additional assignment or other document reasonably requested by Assignee, its successors and assigns, and Assignor will do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Registration shall be borne solely by Assignee.


4. Miscellaneous. This Assignment constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be

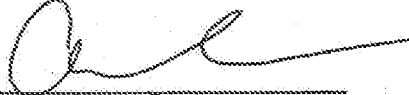
amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

Executed by the parties on the date set forth below.

GOTOGABBY, LLC

PIVOTAL 5, LLC

By: 

By: 

Name: Gabriel Reese

Name: Adam Schumacher

Title: President/CEO

Title: President/CEO

Date: 4/9/20

Date: 4/9/20