

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587815

<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>
Outwork, L.L.C.		07/21/2020	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Outwork, LLC		
<b>Street Address:</b>	9600 Gaylord Pkwy #1310		
<b>City:</b>	Frisco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75035-6133		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5199374	OUTWORK	
<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>	972-422-5544		
<b>Email:</b>	ttraveland@txcorplaw.com		
<b>Correspondent Name:</b>	Terry L. Traveland		
<b>Address Line 1:</b>	P.O. Box 865057		
<b>Address Line 4:</b>	Plano, TEXAS 75086		
<b>NAME OF SUBMITTER:</b>	Terry L. Traveland, Attorney of Record		
<b>SIGNATURE:</b>	/Terry L. Traveland/		
<b>DATE SIGNED:</b>	07/21/2020		
<b>Total Attachments: 3</b>			
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OP \$40.00 5199374

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated effective as of July 21, 2020, is made by Outwork, L.L.C., a Louisiana limited liability company doing business as Outwork ("Assignor"), in favor of Outwork, LLC, a Texas limited liability company ("Assignee"). Assignee and Assignor are sometimes referred to in this Trademark Assignment individually as a "Party" and collectively as the "Parties").

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee the U.S. Trademark Registration No. 5199374, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
  - (a) the following trademark registration set forth below together with all issuances, extensions, and renewals thereof:

Outwork  
Registration No.: 5199374  
Registration Date: February 21, 2017  
Class 41  
Description: Providing personal training and physical fitness consultation to individuals to help them make physical fitness, strength, conditioning, and exercise improvement in their daily living.
  - (b) all associated goodwill symbolized by the above trademarks;
  - (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (e) all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable

relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

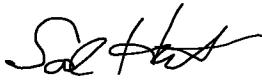
2. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark(s) is/are properly assigned to Assignee, or any assignee or successor thereto. Assignee is liable for all fees and other costs associated with such assignment.
3. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
4. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
5. **Governing Law, Jurisdiction and Venue.** This Trademark Assignment shall be governed by and construed under the laws of the United States and the State of Texas without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the courts of the State of Texas, County of Collin, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Texas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment to be effective as of the date first above written.

**ASSIGNOR:**


Outwork, L.L.C., a Louisiana limited liability company

By:   
\_\_\_\_\_

Sal Hontiveros  
Manager

**ASSIGNEE:**

Outwork, LLC, a Texas limited liability company

By:   
\_\_\_\_\_

Anthony Francisco  
Manager