

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Fitness, LLC		01/01/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ISSA, LLC		
Street Address:	825 Edmond Street		
City:	St. Joseph		
State/Country:	MISSOURI		
Postal Code:	64501		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2816630	SMART FITNESS	
Registration Number:	3838471	SMART FITNESS	
Registration Number:	4600631	NFA NATIONAL FITNESS ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	8164743216		
<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:	816-474-8100		
Email:	sfaction@spencerfane.com		
Correspondent Name:	Kyle L. Elliott		
Address Line 1:	1000 Walnut Street		
Address Line 2:	Suite 1400		
Address Line 4:	Kansas City, MISSOURI 64106-2140		
ATTORNEY DOCKET NUMBER:	5032153-3 KCY		
NAME OF SUBMITTER:	Kyle L. Elliott		
SIGNATURE:	/kle/		
DATE SIGNED:	08/12/2020		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made, entered and effective on January 1, 2020, by **SMART FITNESS, LLC**, 3483 Old Conejo Road, Suite 208, Newbury Park, CA 91320 ("Assignor") in favor of **ISSA, LLC**, a Missouri limited liability company, 825 Edmond Street, St. Joseph, MO 64501 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor is the sole and exclusive owner of the entire, right, title and interest in, to and under the trademarks **SMART FITNESS and NFA NATIONAL FITNESS ACADEMY and Design** as described in Exhibit "A" attached hereto and incorporated by reference herein, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated January 1, 2020, (the "Agreement") under which Assignor agreed to assign to Assignee all of Assignor's rights, title and interest in and to the Marks, together with the goodwill associated therewith.

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. ASSIGNMENT: Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment 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 and sale had not been made, including, but not limited to: (i) all registration rights with respect to the Marks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Marks, (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment, and (v) all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. ASSIGNORS' REPRESENTATIONS: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Marks, (ii) that Assignor possesses all rights, title and interest in and to the Marks, (iii) that Assignor has power to enter into this Assignment,

(iv) that the Marks do not infringe on the rights of any other person or entity, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

3. CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.


4. BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

5. GOVERNING LAW: This Assignment is deemed to be executed and delivered within the State of Delaware, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Delaware without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

SMART FITNESS, LLC


By John Platero, Manager

ASSIGNEE:

ISSA, LLC

By:
Title:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura

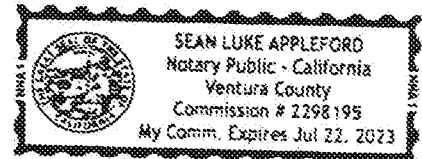
On December 31st, 2019, before me, Sean Luke Appleford, a Notary Public,
(insert name and title of the officer)

personally appeared John J. Platero
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sean Luke Appleford (Seal)



(iv) that the Marks do not infringe on the rights of any other person or entity, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

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ASSIGNOR:

SMART FITNESS, LLC

By: John Platero, Manager

ASSIGNEE:

ISSA, LLC

By: 
Title: 

WA 14056828.1

EXHIBIT A

DESCRIPTION OF MARK

<u>MARK</u>	<u>REGISTRATION/ SERIAL NO.</u>	<u>CLASS</u>	<u>DESCRIPTION</u>
SMART FITNESS	2,816,630	041	health club services, health and fitness training for individuals
SMART FITNESS	3,838,471	005	Dietary and nutritional supplements, dietary supplemental drinks, dietary food supplements, food supplements, herbal supplements, natural herbal supplements, meal replacement and dietary supplement drink mixes, meal replacement bars, meal replacement drinks, meal replacement shakes, meal replacement snacks, mixed vitamin preparations, multivitamin preparations, natural herbal supplements, nutritional drink mix for use as a meal replacement, nutritional drinks used for meal replacement, nutritional energy bars for use as a meal substitute, nutritional supplements, powdered nutritional supplement drink mix, soy protein for use as a nutritional supplement in various powdered and ready-to-drink beverages, vitamin and mineral supplements, vitamins and vitamin preparations
SMART FITNESS	3,838,471	025	Clothing and headgear, namely, bandanas, baseball caps, beanies, belts, bicycling gloves, cap visors, caps, do rags, gloves, golf shirts, gym shorts, gym suits, hats, headbands, hooded pullovers, hooded sweat shirts, knit shirts, moisture-wicking sports shirts, moisture-wicking sports pants, muscle tops, perspiration absorbent underwear clothing, polo shirts, shirts, short-sleeved or long-sleeved T-shirts, short-sleeved shirts, skull caps, sleeveless jerseys, sport shirts, sun visors, sweat bands, sweat jackets, sweat pants, sweat shirts, sweat shorts, sweat suits, sweatsocks,

tank tops, T-shirts, warm up outfits, windshirts, wrist bands, yoga shirts

SMART FITNESS

3,838,471

028

Fitness machines and equipment, namely, weights, aerobic steps, ankle and wrist weights for exercise, athletic equipment, namely, hand wraps, athletic equipment, namely, training devices to be worn on the body for support, athletic sporting goods, namely, athletic wrist and joint supports, barbells, manually operated body-building apparatus, manually operated body-training apparatus, cases specially adapted for sports equipment, chest expanders, dumbbell sets, dumbbells, dumb-bell shafts for weight lifting, dumb-bells, elbow guards for athletic use, exercise and gymnastic banners, exercise balls; exercise bars, exercise benches, exercise doorway gym bars, exercise equipment, namely, abdominal boards, exercise equipment, namely, chest expanders, exercise equipment, namely, chest pulls, exercise equipment, namely, shoulder stretcher using resistance cables, exercise equipment, namely, shoulder stretcher using a cable, exercise platforms, exercise tables, exercise weight cuffs, exercise weights, exercise wrist weights, exercising equipment, namely, pulleys, exercising equipment, namely, manually operated weight lifting machines, exercising pulleys, gymnastic apparatus, Hand pads for athletic use, jump ropes, leg weights for exercising, manually-operated exercise equipment, personal exercise mats, punching bags, punching balls, skipping rope, weight lifting belts, weight lifting benches, weight lifting gloves

SMART FITNESS

3,838,471

029

Beef jerky, dairy-based snack foods excluding ice cream, dehydrated fruit snacks, fruit and soy based snack food, jerky, meat-based snack foods, nut and seed-based snack bars; nut-based snack foods, namely, nut clusters, organic nut and seed-based snack bars, processed fruit- and nut-based food bars, protein based, nutrient-

dense snack bars, soy-based food beverage used as a milk substitute, soy-based food bars, soy-based snack foods, vegetable-based snack foods

SMART FITNESS

3,838,471

032

Drinking water, bottled drinking water, distilled drinking water



4,600,631

041

Arranging professional workshop and training courses; business training services, namely, providing instruction in the development of personal and group physical fitness programs and instruction in the operation and management of health clubs and gymnasiums; education services, namely, providing live and online training courses, seminars, webinars, and training and video conferences featuring instruction in the testing and certification of programs in the fields of health and fitness, personal fitness training, nutrition, exercise physiology, anatomy, health assessments, safety and first aid, customer service, sales and client retention, health club management and avoidance of legal liability; educational services, namely, providing training of health club staff and personal and group fitness trainers of others for purposes of certification in the field of personal and group physical fitness training; interactive on-line training services in the field of personal and group physical fitness training; providing a web site featuring non-downloadable instructional videos in the field of personal physical fitness training; providing an interactive website featuring information and links relating to fitness; providing information in the field of exercise training