

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fit Products, Inc.	FORMERLY Fit Products, LLC	03/30/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Fit Tea Brand LLC		
Street Address:	1606 Camerbur Drive		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32805		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5429634	FITSHAKES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4078018024		
Email:	trademarks@andersonlawfl.com		
Correspondent Name:	Anderson Law Firm LLC		
Address Line 1:	581 N. Park Ave		
Address Line 2:	Suite 2355		
Address Line 4:	Apopka, FLORIDA 32712		
NAME OF SUBMITTER:	Nequosha Anderson		
SIGNATURE:	/Nequosha Anderson/		
DATE SIGNED:	04/23/2021		
Total Attachments: 3			
source=Fit Tea Brand-Fit Tea Inc-FIT SHAKES-Stylized-IP Assignment Agreement-02-20-2021#page1.tif			
source=Fit Tea Brand-Fit Tea Inc-FIT SHAKES-Stylized-IP Assignment Agreement-02-20-2021#page2.tif			
source=Fit Tea Brand-Fit Tea Inc-FIT SHAKES-Stylized-IP Assignment Agreement-02-20-2021#page3.tif			

OP \$40.00 5429634

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is made and entered into as of the ³⁰ day of March 2021, between **Fit Products, Inc.**, a Florida Corporation, f/k/a "Fit Products, LLC" ("Assignor"), and **Fit Tea Brand, LLC**, a Florida limited liability company ("Assignee").

WHEREAS, Assignor agrees to assign, and Assignee agreed to accept, certain intellectual property assets of Assignor, U.S. Trademark Application known as "FIT SHAKES" (stylized design) (Serial No. 87325240) (U.S. Reg. No. 5,429,634) (the "Mark") (the "Assigned IP");

WHEREAS, Assignor enters into this Assignment to transfer to Assignee the Assigned IP; and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of, among other things, the grant of equity ownership interests in Assignee as set forth in the above-referenced agreements and in further consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment of Intellectual Property.** Effective as of the date of this Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned IP, as set forth in **Exhibit A** hereto.
2. **Transfer of Intangible and Other Tangible Assets.** Effective as of the date of this Agreement, Assignor also sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Film, including, without limitation, if and to the extent in existence, any and all, rights, products, ideas and other intellectual property (the "Assigned Intangible Assets").
3. **Reversionary Rights.** In the event that Assignee should fail to perform any material obligations arising under any other related agreements entered into by parties concurrently herewith, and does not cure such failure within thirty (30) days after detailed written notice of the failure, this Agreement shall become void ab initio, Assignor will be released from any and all obligations hereunder, and any and all rights assigned hereunder to Assignee shall revert back, in full, to Assignor.
4. **Representations and Warranties.** Assignor hereby warrants and represents that it possesses full power and authority to enter into this Agreement, and that the assets transferred hereby are not subject to any known encumbrances or claims of kind by any third party.
5. **Successors.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, (i) the laws of the United States, in respect to trademark and copyright issues, and (ii) in all other respects, including as to validity (except for copyright and trademark issues), interpretation and effect, by the laws of the State of Florida without giving effect to the conflict of laws rules thereof.
7. **Dispute Resolution.** Any dispute as to the rights assigned pursuant to this Assignment shall be subject solely to the jurisdiction of the state and federal courts of the State of Florida in the County designated as Assignee's principal place of business.
8. **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto, and supersedes any prior written or oral agreement between them, with respect to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties concerning this Assignment, which are not fully expressed in this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

FIT PRODUCTS, INC.

Signature: _____



SignNow e-signature ID: 56afab53f8...
04/06/2021 18:46:43 UTC

Its: ceo

Date: 04/06/2021

FIT TEA BRAND, LLC

Signature: _____



SignNow e-signature ID: 3b769d7722...
04/06/2021 18:46:43 UTC

Its: ceo

Date: 04/06/2021

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

TRADEMARK:

"FIT SHAKES" (stylized design)

SERIAL NO. 87325240

U.S. REG. NO. 5,429,634