

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642927

<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>
Rumble Fitness LLC	FORMERLY New Rumble Fitness	03/19/2021	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rumble Holdings LLC		
<b>Street Address:</b>	146 West 23rd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5148086	RUMBLE	
<b>Registration Number:</b>	5229039	RMBL	
<b>Registration Number:</b>	5188260	RMBL	
<b>Registration Number:</b>	5206310	LIFESTYLE BOXING	
<b>Registration Number:</b>	5197263	RUMBLE LIFESTYLE BOXING	
<b>Registration Number:</b>	5219933	RMBL	
<b>Registration Number:</b>	5189658	RUMBLE	
<b>Registration Number:</b>	5294597	RUMBLE LIFESTYLE BOXING	
<b>Registration Number:</b>	5264943		
<b>Registration Number:</b>	5264945		
<b>Registration Number:</b>	6301569		
<b>Registration Number:</b>	5835957	X	
<b>Registration Number:</b>	5835306		
<b>Registration Number:</b>	5651705	ENERGY. RECOVERY. FOCUS.	
<b>Serial Number:</b>	87650197	RUMBLE LIFESTYLE BOXING	
<b>Serial Number:</b>	88039051	RUMBLE	
<b>Serial Number:</b>	88090842	RUMBLE LIFESTYLE TREADING	
<b>Serial Number:</b>	88090844	RUMBLE LIFESTYLE TREADING	
<b>Serial Number:</b>	88090846	AT-HOME 360	
<b>TRADEMARK</b>			

CH \$565.00 5148086

Property Type	Number	Word Mark
Serial Number:	88090850	RUMBLE AT-HOME 360
Serial Number:	88092062	
Serial Number:	88092074	

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 4155911000

**Email:** TrademarksCH@winston.com

**Correspondent Name:** Becky L. Troutman, Winston & Strawn LLP

**Address Line 1:** 101 California Street

**Address Line 4:** San Francisco, CALIFORNIA 94111-5840

<b>NAME OF SUBMITTER:</b>	Becky L. Troutman
<b>SIGNATURE:</b>	/Becky L. Troutman/
<b>DATE SIGNED:</b>	04/28/2021

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into effective as of March 19, 2021 (the “Effective Date”), by and between Rumble Fitness LLC, a New York limited liability company f/k/a New Rumble Fitness located and doing business at 146 West 23<sup>rd</sup> Street, New York, NY 10011 (“Assignor”) and Rumble Holdings LLC, a Delaware limited liability company located and doing business at 146 West 23<sup>rd</sup> Street, New York, NY 10011 (“Assignee”).

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; 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 each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the “Marks”), 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 irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions 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 Marks 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 Marks, 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. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede 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. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

**RUMBLE FITNESS LLC**  
**F/K/A NEW RUMBLE FITNESS**

**RUMBLE HOLDINGS LLC**

By: Andy Stenzler  
Name: Andy Stenzler  
Title: Chief Executive Officer  
Date: 3/23/21

By: Andy Stenzler  
Name: Andy Stenzler  
Title: Chief Executive Officer  
Date: 3/23/21

State of New York :  
County of Nassau :

Personally appeared before me the above-named Andy Stenzler, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of Rumble Fitness LLC, a f/k/a New Rumble Fitness in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.









Linda M. Schwartz  
Notary Public






My commission to expire on March 30, 2021

LINDA M. SCHWARTZ  
NOTARY PUBLIC, State of New York  
No. 01906203096  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires March 30, 2021



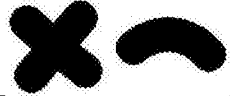


**EXHIBIT A**  
**MARKS**










US Marks

Mark App/Reg. No.	Status	Reg. No. / App. No.
RUMBLE	Registered	Reg. No. 5148086
RMBL	Registered	Reg. No. 5229039
RMBL	Registered	Reg. No. 5188260
LIFESTYLE BOXING	Registered	Reg No. 5206310
RUMBLE LIFESTYLE BOXING	Registered	Reg. No. 5197263
	Registered	Reg. No. 5219933
	Registered	Reg No. 5189658
	Registered	Reg. No. 5294597
	Registered	Reg. No. 5264943
	Registered	Reg. No. 5264945
	Registered	Reg. No. 6301569
	Registered	Reg. No. 5835957
	Registered	Reg. No. 5835306

	Pending	App. No. 87650197
ENERGY. RECOVERY. FOCUS.	Registered	Reg. No. 5651705
	Pending	App. No. 88039051
	Pending	App. No. 88090842
RUMBLE LIFESTYLE TREADING	Pending	App. No. 88090844
AT-HOME 360	Pending	App. No. 88090846
RUMBLE AT-HOME 360	Pending	
	Pending	App. No. 88092062
	Pending	App. No. 88092074

Foreign Marks

Country	Mark	Status	Reg. No. / App. No.
AUSTRALIA		Registered	Reg. No. 1911981
CANADA		Registered	Reg. No. TMA1095211
CANADA		Registered	Reg. No. TMA1095210
CHINA		Registered	Reg. No. 1392776
EGYPT		Registered	Reg. No. 382069

EU		Registered	Reg. No. 1379267
EU		Registered	Reg. No. 1392776
ISRAEL		Pending	App. No. 316933
KUWAIT		Registered	Reg. No. 194995
MEXICO		Registered	Reg. No. 1906792
MEXICO		Pending	App. No. 2020403
QATAR		Pending	App. No. 127917
UAE		Registered	Reg. No 288476
UAE		Registered	Reg. No 302745