

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanford Frontiers		01/06/2022	Non-Profit Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Profile Plan, LLC		
Street Address:	850 New Burton Road, Suite 201		
City:	Dover		
State/Country:	NORTH CAROLINA		
Postal Code:	19904		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6339670	PROFILE	
Registration Number:	5688990	PROFILE PRECISE	
Registration Number:	5683723	PROFILE PRECISE	
Registration Number:	5437209	PROFILE PERFORM	
Registration Number:	5433154	PROFILE PERFORM	
Registration Number:	4432098	PROFILE	
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:	9194285883		
Email:	curtis@tenoaksgroup.com		
Correspondent Name:	Curtis Griner		
Address Line 1:	10850 Providence Rd #1031		
Address Line 4:	Charlotte, NORTH CAROLINA 28277		
NAME OF SUBMITTER:	Curtis Griner		
SIGNATURE:	/s/ Curtis Griner		
DATE SIGNED:	01/11/2022		

OP \$165.00 6339670

Total Attachments: 2

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*IP Assignment*"), dated as of January 14 2022, is made by SANFORD FRONTIERS, a South Dakota non-profit corporation ("*Seller*"), in favor of PROFILE PLAN, LLC, a Delaware limited liability company ("*Buyer*").

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "*Assigned IP*"):

(a) the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the "*Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

3. Electronic Delivery. A signed copy of this Trademark Assignment delivered by 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. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SANFORD FRONTIERS

By: Michelle Bruhn
Name: Michelle Bruhn
Title: EVP, CFO & TREASURER

Exhibit A
Assigned Trademarks

Mark	Jurisdiction	Serial No. / File No.	Registration No.	Registration Date
	United States	90154383	6339670	May 4, 2021
	United States	87833417	5688990	March 5, 2019
	United States	87829873	5683723	February 26, 2019
	United States	87587924	5437209	April 3, 2018
	United States	87587803	5433154	March 27, 2018
	United States	85885802	4432098	November 12, 2013
	Canada	1813273	TMA1,053,987	September 12, 2019