

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM867691

<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>
EBS Deals Inc.		01/11/2024	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Mill Industry, Inc.		
<b>Street Address:</b>	22 Jackson Drive		
<b>City:</b>	Cranford		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07016		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5647120	ACTIVE CLUB	
<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>	(212) 873-6120		
<b>Email:</b>	stacy@stacygrossmanlaw.com		
<b>Correspondent Name:</b>	Stacy J. Grossman		
<b>Address Line 1:</b>	Law Office of Stacy J. Grossman PLLC		
<b>Address Line 2:</b>	500 Mamaroneck Avenue, Suite 320		
<b>Address Line 4:</b>	Harrison, NEW YORK 10528		
<b>NAME OF SUBMITTER:</b>	Stacy J, Grossman		
<b>SIGNATURE:</b>	/Stacy J. Grossman/		
<b>DATE SIGNED:</b>	01/11/2024		
<b>Total Attachments: 3</b>			
source=011124 ACTIVE CLUB Trademark Assignment EXECUTED#page1.tif			
source=011124 ACTIVE CLUB Trademark Assignment EXECUTED#page2.tif			
source=011124 ACTIVE CLUB Trademark Assignment EXECUTED#page3.tif			

OP \$40.00 5647120

## TRADEMARK ASSIGNMENT

This trademark assignment (the "Trademark Assignment") is effective as the date last signed by either of the parties, is made and entered into between EBS Deals Inc. ("Assignor") and National Mill Industry, Inc. ("Assignee").

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 5647120 for the mark **ACTIVE CLUB** as shown in Exhibit A, together with the goodwill of the business symbolized thereby (the "Trademark"); and

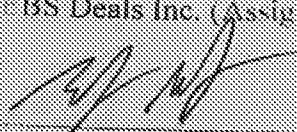
WHEREAS, Assignor has agreed to sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in the Trademark, along with any common law rights related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademark and any and all goodwill of the business symbolized thereby, including all common law rights and rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. **No Warranties.** Each of the parties represents and warrants that it has the authority to enter into this assignment agreement. Assignor makes no warranties, express or implied, with respect to the Trademark.
3. **Further Assurances.** Assignor shall take all further actions, and provide to Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee, at Assignee's cost and expense, to more fully and effectively effectuate the purpose of this Assignment, including, without limitation, with respect to the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world, including the execution and delivery of assignments in recordable form necessary to assign such rights.
4. **Direction to Record.** Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the Trademark.
5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

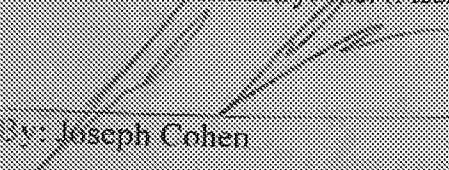
EBS Deals Inc. (Assignor)



By: Joel Mertz

January 11, 2024

National Mill Industry, Inc. (Assignee)



By: Joseph Cohen

January 11, 2024

EXHIBIT A

Mark	Reg. No.	Reg. Date
ACTIVE CLUB	5647120	January 8, 2019