

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569019

<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>
Groove Ventures, Corp		03/25/2020	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Groove Life Corporation		
<b>Street Address:</b>	1220 School House Street, #25		
<b>City:</b>	Spring Hill		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37174		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5965121	GROOVE LIFE	
<b>Registration Number:</b>	4985603	GROOVE RING	
<b>Serial Number:</b>	88282484	GROOVE LIFE	
<b>Registration Number:</b>	5085404	GROOVE PLUS LIFE	
<b>Registration Number:</b>	5112142	GROOVE	
<b>Registration Number:</b>	5834924	READY FOR ADVENTURE	
<b>Serial Number:</b>	88335105	READY FOR ADVENTURE	
<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>	4794206805		
<b>Email:</b>	eric@pf-legal.com		
<b>Correspondent Name:</b>	Eric B. Fugett		
<b>Address Line 1:</b>	1831 12th Ave. South, Suite 454		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203		
<b>ATTORNEY DOCKET NUMBER:</b>	1062.00265		
<b>NAME OF SUBMITTER:</b>	Eric B. Fugett		
<b>SIGNATURE:</b>	/Eric B. Fugett/		

OP \$190.00 5965121

<b>DATE SIGNED:</b>	03/26/2020
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**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), effective as of the date of the last signature below, is made by Groove Ventures, Corp, a Tennessee corporation, having its principal place of business at 1220 School House Street, #25, Spring Hill, Maury County, Tennessee 37174 ("Assignor"), and Groove Life Corporation, a Tennessee corporation, having its principal place of business at 1220 School House Street, #25, Spring Hill, Maury County, Tennessee 37174 ("Assignee"), the purchaser of certain assets from Assignor pursuant to an Asset Assignment Agreement between Assignor and Assignee, dated as of April 17, 2019 (the "Asset Assignment Agreement").

WHEREAS, under the terms of the Asset Assignment Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following:

(a) the trademark registrations and applications set forth on Schedule 1 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. The transfer of the Trademarks accompanies the transfer of Assignor's business, or portion of the business to which the Trademarks pertain, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor 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 and/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.

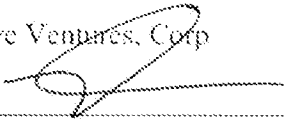
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Assignment Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Assignment Agreement and the terms hereof, the terms of the Asset Assignment Agreement shall govern.

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed and delivered this Trademark Assignment.

ASSIGNOR

Groove Ventures, Corp

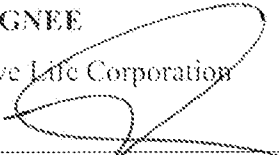
  
By: Peter Goodwin

Title: Owner

Date: 3/25/20

ASSIGNEE


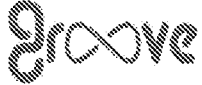
Groove Life Corporation

  
By: Peter Goodwin

Title: CEO

Date: 3/25/20

SCHEDULE 1  
ASSIGNED TRADEMARKS

<u>Mark</u>	<u>Registration / Serial Number</u>
GROOVE LIFE	5,965,121
GROOVE LIFE	88/282,484
GROOVE RING	4,985,603
	5,085,404
	5,112,142
READY FOR ADVENTURE	5,834,924
READY FOR ADVENTURE	88/335,105