

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balance Athletica L.L.C.		08/11/2020	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Balance Athletica, LLC		
Street Address:	5100 Fox Street, Suite E		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80216		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88020549	BALANCE	
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>			
Email:	adam.hubbard@milgromlaw.com		
Correspondent Name:	Adam Hubbard		
Address Line 1:	2000 Little Raven St., #802		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Adam Hubbard		
SIGNATURE:	/Adam Hubbard/		
DATE SIGNED:	08/14/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 11, 2020, is made by Balance Athletica L.L.C. ("**Assignor**"), an Indiana limited liability company, located at 5100 Fox Street, Suite E, Denver, CO 80216, in favor of Balance Athletica, LLC. ("**Assignee**"), a Colorado limited liability company, located at 5100 Fox Street, Suite E, Denver, CO 80216.

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee 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 and Assignee desires to acquire such intellectual property rights.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For ten US dollars (\$10) and other 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 application set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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, 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.

The Assigned Trademarks are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

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, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, 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. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark 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 Trademark 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 Colorado, without giving effect to any choice or conflict of law provision

[signature page follows]

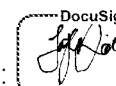
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Balance Athletica L.L.C.

By:  DocuSigned by:
21D20ADF776D42A
Taylor Dilk, Member

AGREED TO AND ACCEPTED:

Balance Athletica, LLC

By:  DocuSigned by:
21D20ADF776D42A
Taylor Dilk, Manager

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	App. Ser. No.	Application Date
BALANCE	United States	88020549	06/29/2018