

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitality Now, LLC		12/10/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Vitality Now, LLC		
Street Address:	2029 Robert Browning St.		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78723		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5133413	VITALITY NOW	
CORRESPONDENCE DATA			
Fax Number:	4023418290		
<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:	4023416000		
Email:	corporateparalegal@fslf.com		
Correspondent Name:	Tara J Wilkie		
Address Line 1:	500 ENERGY PLAZA		
Address Line 2:	409 S. 17TH ST.		
Address Line 4:	OMAHA, NEBRASKA 68102		
NAME OF SUBMITTER:	Brian Bigelow		
SIGNATURE:	/s/ Brian Bigelow		
DATE SIGNED:	01/05/2021		
Total Attachments: 2			
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OP \$40.00 5133413

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**") dated as of December 19, 2020, is made by **Vitality Now, LLC** ("**Assignor**"), an Illinois limited liability company, in favor of **Vitality Now, LLC** ("**Assignee**"), a Delaware limited liability company.

WHEREAS, Assignor wishes to convey, transfer and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording, as may be required, with governmental authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**");

NOW THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP:

(a) the trademark registration and trademark application for the registered trademark "**VITALITY NOW**" (USPTO Registration No. 5133413) and all issuances, extensions and renewals thereof;

(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 authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

4. Successors and Assigns. This IP 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 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, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

Vitality Now, LLC, an Illinois limited liability company

By: Brian Bigelow
Brian Bigelow (Dec 10, 2020 11:29 CST)
Brian Bigelow, its Manager

ASSIGNEE:

Vitality Now, LLC, a Delaware limited liability company

By: Brian Bigelow
Brian Bigelow (Dec 10, 2020 11:29 CST)
Brian Bigelow, its Manager