

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719525

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900683020

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Balance Athletica, LLC		03/15/2022	Limited Liability Company: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	LODO IP, LLC
<b>Street Address:</b>	5303 Havana Street
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80239
<b>Entity Type:</b>	Limited Liability Company: COLORADO

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	86876773	VITALITY
Serial Number:	87640959	BALANCE ATHLETICA
Serial Number:	88020549	BALANCE
Serial Number:	88903220	
Serial Number:	90217568	ACHIEVE BALANCE
Serial Number:	90217603	CREATE YOUR BALANCE
Serial Number:	90217619	PURSUIT OF BALANCE
Serial Number:	90130202	VITALITY X BALANCE
Serial Number:	90130419	VITALITY X BALANCE
Serial Number:	90130165	VITALITY BY BALANCE
Serial Number:	90124599	BALANCE GOLF
Serial Number:	90217227	BALANCE PRO
Serial Number:	90217282	BALANCE PRO
Serial Number:	90217356	BALANCE GOLF
Serial Number:	90217415	BALANCE GOLF
Serial Number:	90301183	BALANCE PRO
Serial Number:	90332573	
Serial Number:	90332609	

TRADEMARK

REEL: 007673 FRAME: 0457

Property Type	Number	Word Mark
Serial Number:	90217465	GOLF
Serial Number:	90522318	CLOUD PANT
Serial Number:	90642785	VITALITY
Serial Number:	90642805	VITALITY
Serial Number:	90642818	VITALITY
Serial Number:	90642839	VITALITY
Serial Number:	90332530	
Serial Number:	90642755	VITALITY
Serial Number:	90217328	PRO
Serial Number:	90642828	VITALITY

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 17327402535  
**Email:** jared.stipelman@milgromlaw.com  
**Correspondent Name:** Jared Stipelman  
**Address Line 1:** 1550 Larimer Street  
**Address Line 2:** #503  
**Address Line 4:** Denver, COLORADO 80202

<b>NAME OF SUBMITTER:</b>	Jared Stipelman
<b>SIGNATURE:</b>	/Jared Stipelman/
<b>DATE SIGNED:</b>	04/07/2022

**Total Attachments: 6**  
source=Balance to LODO TM Assign#page1.tif  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”) dated as of March 15<sup>th</sup> 2022, is made by and between Balance Athletica, LLC (“**Assignor**”), a Colorado limited liability company, and LODO IP, LLC, a Colorado limited liability company (“**Assignee**”).

**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

**WHEREAS**, 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 registrations and applications set forth in 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 and any other symbols that Assignor deems to be source designating trademarks under common law;

(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.

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, email, 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, LLC

By: Taylor Dilk  
Taylor Dilk, Manager

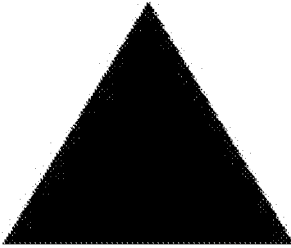

AGREED TO AND ACCEPTED:





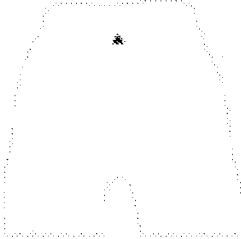
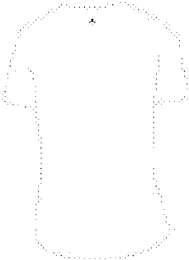
LODO IP, LLC

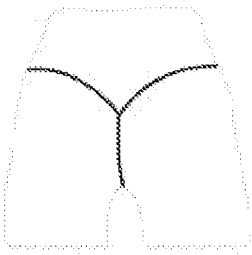
By: Taylor Dilk  
Taylor Dilk, Manager

**SCHEDULE I**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Depiction of Mark</b>	<b>Reg. No.</b>	<b>Ser. No.</b>
VITALITY	5352936	86876773
BALANCE ATHLETICA	5676182	87640959
BALANCE	N/A	88020549
	N/A	88903220
ACHIEVE BALANCE	N/A	90217568
CREATE YOUR BALANCE	N/A	90217603
PURSUIT OF BALANCE	N/A	90217619
VITALITY X BALANCE	N/A	90130202
	N/A	90130419
VITALITY BY BALANCE	N/A	90130165
BALANCE GOLF	N/A	90124599

 <p><b>B A L ▲ N C E</b> ----- PRO -----</p>	N/A	90217227
BALANCE PRO	N/A	90217282
 <p><b>B A L ▲ N C E</b> ----- GOLF -----</p>	N/A	90217356
 <p><b>B A L ▲ N C E</b> ----- GOLF -----</p>	N/A	90217145
 <p><b>B A L ▲ N C E</b> ----- PRO -----</p>	N/A	90301183
	6389319	90332573
	6389320	90332609

GOLF	N/A	90217465
CLOUD PANT	N/A	90522318
VITALITY	N/A	90642785
VITALITY	N/A	90642805
VITALITY	N/A	90642818
VITALITY	N/A	90642839
	N/A	90332530
VITALITY	6603141	90642755
PRO	N/A	90217328
VITALITY	N/A	90642828