

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7605839

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PIMCO FUNDS	09/23/2022
RECEIVING PARTY DATA	
Name:	XFIT BRANDS, INC
Street Address:	20372 HERMANA CIRCLE
City:	LAKE FOREST
State/Country:	CALIFORNIA
Postal Code:	92630
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11071583
CORRESPONDENCE DATA	
Fax Number:	(813)315-6811
<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:	813 278 1215
Email:	rjq@quezonlaw.com
Correspondent Name:	JAIME QUEZON
Address Line 1:	805 W AZEELE STREET
Address Line 4:	TAMPA, FLORIDA 33606
NAME OF SUBMITTER:	JAIME QUEZON
SIGNATURE:	/Jaime Quezon/
DATE SIGNED:	10/24/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=Termination of Patent Security Agreement fully executed#page1.tif	
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**TERMINATION OF
PATENT SECURITY AGREEMENT**

This Termination of Patent Security Agreement ("Termination") is made effective this 23rd day of September 2022 ("Effective Date") by and between **THROWDOWN INC.**, a Nevada corporation f/k/a **XFIT BRANDS, INC.**, a Nevada corporation ("Throwdown"), and **PIMCO Funds: Private Account Portfolio Series PIMCO High Yield and Short-Term Investments Portfolio** ("PAPS"). Throwdown and PAPS are individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Throwdown, as the Grantor, and PAPS, as the Secured Party, entered into that certain Patent Security Agreement dated December 16, 2016, and recorded with the United States Patent and Trademark Office on December 19, 2016 (the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, Throwdown granted to PAPS a security interest in all Patent Collateral, including but not limited to the registration and application referred to in Exhibit A, attached hereto and made a part hereof;

WHEREAS, the Parties each desire to enter into this Termination terminate the security interests granted to PAPS by Throwdown in the Patent Security Agreement;

WHEREAS, capitalized terms not herein defined shall have the meaning as defined in the Patent Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, including the above Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties agree as follows:

1. Termination of Security Interest.

A. All Secured Obligations have been paid in full and the commitments and other contingent obligations in the Secured Obligations have been cancelled or terminated.

B. The Parties acknowledge and agree the security interest granted to PAPS by Throwdown pursuant the Patent Security Agreement is hereby terminated and all rights to the Patent Collateral, including but not limited to the registrations and applications referred to in Exhibit A, shall revert to Throwdown.

2. Applicable Law. This Termination and the rights and obligations of the Parties shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law

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other than the law of the State of New York.

3. Modification. No waiver, modification, or amendment to this Termination shall be binding upon any Party unless such waiver, modification, or amendment is in writing and signed by the Party against whom enforcement is sought.

4. Voluntary Agreement. The Parties have carefully read this Termination, know and understand its contents, and have signed it freely and voluntarily.

5. Waiver. No breach of any terms or provisions hereto will be deemed waived unless in writing. The waiver of any breach of any terms or provisions of this Termination shall not be construed as a waiver of any other breach of this Termination.

6. Counterparts. This Termination may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

7. **WAIVER OF JURY TRIAL:** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS TERMINATION OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION HEREWITH.

[Signature Pages to Follow]

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IN WITNESS WHEREOF, the Parties have mutually agreed to the terms and conditions of this Termination to be executed by their respective officers who are authorized to do so.

**Throwdown Inc., a Nevada corporation
f/k/a XFit Brands, Inc. a Nevada corporation**

By: ^{DocuSigned by:} Charles Joiner
Charles Joiner, President
9/23/2022

Dated: _____

**PIMCO Funds: Private Account Portfolio Series
PIMCO High Yield and Short-Term Investments Portfolio
By: Pacific Investment Management Company, LLC
as its advisor**

By: _____
T. Christian Strake, Managing Director

Dated: _____

IN WITNESS WHEREOF, the Parties have mutually agreed to the terms and conditions of this Termination to be executed by their respective officers who are authorized to do so.

**Throwdown Inc., a Nevada corporation
f/k/a XFit Brands, Inc. a Nevada corporation**

By: _____
Charles Joiner, President

Dated: _____

**PIMCO Funds: Private Account Portfolio Series
PIMCO High Yield and Short-Term Investments
Portfolio By: Pacific Investment Management Company
LLC, as its advisor**



By: T. Christian Stracke
Name: T. Christian Stracke

Title: Managing Director

Dated: 10/03/2022

Exhibit A

U.S. Patents and Patent Applications

Title	App. No.	Patent No.	Status
Sport Training System	11/071,583	7,857,734	Issued