

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barry's Bootcamp LLC		08/21/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BBC Franchising LLC		
Street Address:	5555 Jed Smith Road		
City:	Hidden Hills		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3178015	BARRY'S BOOTCAMP	
CORRESPONDENCE DATA			
Fax Number:	(612)335-1657		
Phone:	612-335-1448		
Email:	eric.paulsrud@leonard.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Eric D. Paulsrud		
Address Line 1:	150 South 5th Street		
Address Line 2:	Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	68307.00001		
NAME OF SUBMITTER:	Eric D. Paulsrud		
Signature:	/Eric D. Paulsrud/		

OP \$40.00 3178015

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TRADEMARK
 REEL: 004627 FRAME: 0961

Date:

09/22/2011

Total Attachments: 2

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source=BARRY'S BOOTCAMP and dog tag logo - RegNo3178015 - Assignment to BBC Franchising LLC - 21-AUG-2011#page2.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 21st day of August, 2011 ("Effective Date") by and between Barry's Bootcamp LLC, a California limited liability company, 5555 Jed Smith Road, Hidden Hills CA 91302 USA ("Assignor") and BBC Franchising LLC. Address is, a California limited liability company, 5555 Jed Smith Road, Hidden Hills CA 91302 USA ("Assignee").

WHEREAS, Assignee is the sole and exclusive owner of the entire right, title and interest in, to the trademark registration for the mark set forth on Schedule A attached hereto and all underlying rights therein (the "Mark");

WHEREAS, Assignor has agreed to assign the Mark together with the goodwill associated with the Mark to Assignee;

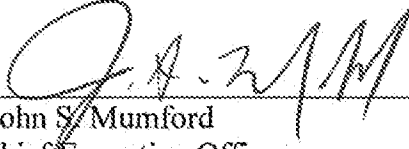
NOW, THEREFORE, in consideration of the mutual promises and conditions and for good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Assignor agree as follows:

Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the United States federal trademark registration for the Mark set forth in Schedule A.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

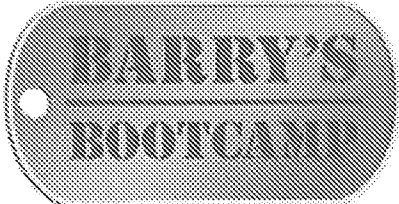
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective as of the Effective Date.

Barry's Bootcamp LLC

By: 
Name: John S. Mumford
Title: Chief Executive Officer

SCHEDULE A

United States of America

Mark	U.S. Reg. No.	Registration Date
	3,178,015	November 28, 2006