

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
YOOTRAIN, LLC		11/01/2011	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YOUTRAINFITNESS, LLC		
<b>Street Address:</b>	403 West C Street		
<b>Internal Address:</b>	Suite E-1		
<b>City:</b>	Butner		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27509		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3661889	YOOTRAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(540)242-3993		
<b>Phone:</b>	5405325332		
<b>Email:</b>	mailroom@charterip.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Charter IP LLC		
<b>Address Line 1:</b>	PO BOX 64		
<b>Address Line 4:</b>	The Plains, VIRGINIA 20198		
<b>ATTORNEY DOCKET NUMBER:</b>	8012/0003TUS1		
<b>NAME OF SUBMITTER:</b>	Matthew J. Lattig		
<b>Signature:</b>	/Matthew J. Lattig/		

OP \$40.00 3661889

Date:

11/09/2011

Total Attachments: 2

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## TRADEMARK ASSIGNMENT - YOOTRAIN

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of the 1<sup>st</sup> day of November, 2011 by YOOTRAIN LLC (“Assignor”) to YOUTRAINFITNESS, LLC (“Assignee”).

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor’s right, title, and interest in, to, and under U.S. Registration No. 3,661,889 to YOOTRAIN, (hereafter the “YOOTRAIN mark”) and all foreign rights throughout the world corresponding to the YOOTRAIN mark;

WHEREAS, Assignor is the sole owner of the YOOTRAIN mark identified herein and all foreign rights throughout the world corresponding to the YOOTRAIN mark;

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to and under the YOOTRAIN mark; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of such Assignor’s respective right, title, and interest in, to, and under the YOOTRAIN mark, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the YOOTRAIN mark, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the YOOTRAIN mark to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the YOOTRAIN mark.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the YOOTRAIN mark.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

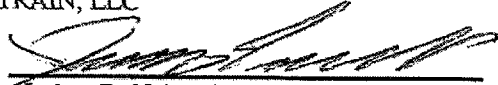
The undersigned hereby grant(s) the law firm of Charter IP, LLC the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

**TRADEMARK ASSIGNMENT - YOOTRAIN**

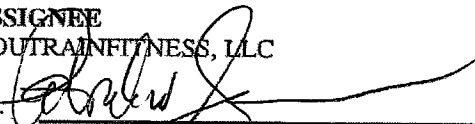
This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR**  
YOOTRAIN, LLC

By:   
Name: Joshua D. Neimark  
Title: Managing Member

**ASSIGNEE**  
YOOTRAIN FITNESS, LLC

By:   
Name: Patrick W. Service  
Title: Managing Member