

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: 9528421742 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 952-896-1545 Email: ipgroup@larkinhoffman.com Correspondent Name: Molly T. Eichten Address Line 1: 1500 Wells Fargo Plaza Address Line 2: 7900 Xerxes Avenue South Address Line 4: Minneapolis, MINNESOTA 55431</p>																											
ATTORNEY DOCKET NUMBER:	29885-04																										
NAME OF SUBMITTER:	Molly T. Eichten																										
Signature:	/Molly T. Eichten/																										
Date:	06/21/2012																										
<p>Total Attachments: 1 source=Assignment#page1.tif</p>																											

OP \$40.00 85415059

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is executed by Waymore Industries LLC d/b/a Massage Anytime, an Oregon limited liability company ("Assignor"), in favor of Anytime Fitness, LLC, a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor is the record owner with the United States Patent and Trademark Office of all rights, title and interest in and to the mark MASSAGE ANYTIME as represented in United States trademark application serial number 85415059 (the "Mark"); and


WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, sells, assigns and sets over unto Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Mark, together with all of the goodwill of the business in connection with which the Mark is used and is intended to be used, along with all registrations and applications for registration of the Mark, and the right to sue and recover damages, and profits and any other available remedies for any past, present or future infringement thereof as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer and assignment not been made.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so required by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in possession or control of Assignor.

Assignor has caused this Assignment to be duly executed under the laws of the United States as of the date below.

Waymore Industries LLC

By: 

Name: TIM BURCH

Title: Member

Date: 6/13/2012

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