

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Les Mills International Limited		06/15/2012	LIMITED LIABILITY COMPANY: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	BeachBody LLC		
Street Address:	3301 Exposition Boulevard		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4133968	CX30	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	efox@kslaw.com, trademarks@kslaw.com		
Correspondent Name:	Elizabeth M. Fox		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	LES MILLS		
NAME OF SUBMITTER:	Elizabeth M. Fox		
Signature:	/Elizabeth M. Fox/		

Date:

09/12/2012

**Total Attachments: 3**

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TRADEMARK ASSIGNMENT

WHEREAS, LES MILLS INTERNATIONAL LIMITED ("Assignor") is a limited liability company of New Zealand with a mailing address of 22 Centre Street, Auckland, New Zealand 1010; and

WHEREAS, BEACHBODY LLC ("Assignee") is a limited liability company of California, with a mailing address of 3301 Exposition Boulevard, Santa Monica, California 90404; and

WHEREAS Assignor is the owner of certain rights, title and interest in and to certain trademarks identified in Schedule A attached hereto (the "Trademarks"), the goodwill associated therewith, and the registrations for the Trademarks reflected in the attached schedule (the "Registrations"); and

WHEREAS, Assignee desires to acquire in its own name fifty (50) percent of the rights of Assignor in and to the Trademarks and the goodwill associated therewith, and the Registrations; and

WHEREAS, the assignment of fifty percent of the Trademarks and the Registrations shall be made of record in all appropriate patent and trademark offices, as may be required by local law; and

WHEREAS, Assignor agrees that it will execute or arrange for execution by Assignor of such further assignment documents or other legal instruments as may be required to permit Assignee or its designee to obtain recordation of the assignment of the Trademarks and the Applications and Registrations from Assignor to Assignee or its designee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, free and clear of all liens and encumbrances, fifty percent of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the Registrations.

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IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be signed by their duly authorized officers or other representatives, effective as of the last signature below.

LES MILLS INTERNATIONAL LIMITED

By: 

Name: Urvashi Brunn

Title: General Counsel

Date: 15 June 2012

BEACHBODY LLC

By: 

Name: Jonathan Gelfand

Title: Chief Legal Officer

Date: June 13, 2012