

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
Internet Fitness, LLC		12/14/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	InternetFitness.com, Inc.		
Street Address:	780 Fifth Avenue		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3846000	SMOOTH FITNESS	
CORRESPONDENCE DATA			
Fax Number:	4237858480		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4237858295		
Email:	pliner@millermartin.com		
Correspondent Name:	Patricia P. Liner		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1000 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	26280-0001		
NAME OF SUBMITTER:	Patricia P. Liner		
Signature:	/Patricia P. Liner/		

CH \$40.00 3846000

Date:

02/28/2013

Total Attachments: 3

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CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), is made and entered into this 14th day of December, 2012, by and between **INTERNETFITNESS.COM, INC.**, a Delaware corporation ("Assignee"), and **INTERNET FITNESS, LLC**, a Delaware limited liability company (the "Assignor").

WITNESSETH:

WHEREAS, Assignee intends to enter into that certain Asset Purchase Agreement by and among NewSpring Mezzanine Capital, L.P. ("Secured Party"), Smooth Fitness, LLC ("Purchaser") and Assignee (the "Asset Purchase Agreement");

WHEREAS, in order to effectuate the Asset Purchase Agreement, Assignor desires to contribute its entire interest in those assets set forth on Exhibit A, attached hereto (the "Contributed Assets"), to Assignee; and

WHEREAS, Assignee is willing to accept the contribution and assignment of the Contributed Assets and to assume from Assignor any liabilities and obligations of Assignor associated therewith;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Effective as of December 14, 2012 (the "Closing Date"), Assignor hereby assigns and contributes all of its rights, title and interests in and to the Contributed Assets to Assignee.
2. Assignee hereby accepts the contribution of the Contributed Assets and, from and after the Closing Date, agrees to assume all liabilities and to faithfully perform and discharge on a timely basis all executory duties and obligations of Assignor with respect to the Contributed Assets.
3. The contribution of the Contributed Assets on the terms set forth herein by Assignor shall be effective at 12:01 a.m. on the Closing Date, provided, however, that if the closing contemplated by the Asset Purchase Agreement does not occur on the Closing Date this Agreement shall be null and void and all rights, title and interests of Assignor in the Contributed Assets shall revert to Assignor.
4. This Agreement shall be binding upon the successors and assigns of the parties hereto.
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement and all of which, when taken together, shall be deemed to be but one and the same Agreement.

6. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by such laws, without regard to any conflicts of law provisions thereunder.

7. If any term, condition or provision of this Agreement shall be found by any court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of this Agreement shall be and remain enforceable to the fullest extent allowed by law as if such unenforceable provision had never been contained herein.

8. At any time and from time to time after the execution and delivery of this Agreement by the parties, at one party's reasonable request and without further consideration, the other parties shall promptly execute and deliver all such further agreements, certificates, instruments and documents, or perform such further actions, as one party may reasonably request of the other parties, in order to fully consummate the transactions contemplated hereby and carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above-written.

INTERNET FITNESS, LLC



Richard Hebert
Manager

INTERNETFITNESS.COM, INC.



Richard Hebert
President and Chief Executive Officer

Exhibit A

Contributed Assets

1. United States Trademark

Trademark	Reg. No.	Registration Date
SMOOTH FITNESS & Design	3,846,000	9/7/2010

2. Canadian Trademarks

Trademark	Reg. No.	Registration Date
SMOOTH FITNESS & Design	TMA818041	2/21/2012
SMOOTH FITNESS	TMA783631	11/29/2010

3. The goodwill of the business used with and symbolized by the Trademarks listed above, and the right to recover for any past infringement of such Trademarks.

4. All other intellectual property (including any domain names) owned by Assignee and used in the conduct of the business of Assignor.