

## 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
InternetFitness.com, Inc.		02/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Smooth Fitness, LLC		
Street Address:	780 Fifth Avenue		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3846000	SMOOTH FITNESS	
Registration Number:	3414959	DMT	
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 \$65.00 3846000

TRADEMARK

Date:

02/28/2013

Total Attachments: 2

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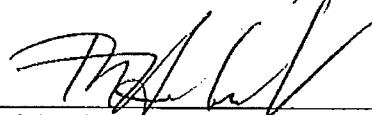
**TRADEMARK ASSIGNMENT**

WHEREAS, InternetFitness.com, Inc., a Delaware corporation, having a business address at 780 Fifth Avenue, King of Prussia, PA 19406 ("Assignor"), has adopted and used, and is the owner of, the trademarks and trademark applications set forth on Schedule A attached hereto and the goodwill associated therewith.

WHEREAS, Smooth Fitness, LLC, a Delaware limited liability company, having a business address at 780 Fifth Avenue, King of Prussia, PA 19406 ("Assignee"), desires to acquire said trademarks and trademark applications and the goodwill associated therewith.


NOW THEREFORE, for the sum of ONE DOLLAR (\$1.00) in hand paid from Assignee to Assignor, and other good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor by these presents does hereby sell, transfer, convey and assign unto Assignee all right, title and interest in and to the trademarks and trademark applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized by said trademarks and trademark applications, and all federal and state registrations and applications therefor in the United States of America and Canada, and the right to recover for any past infringements of said trademark.

INTERNETFITNESS.COM, INC.

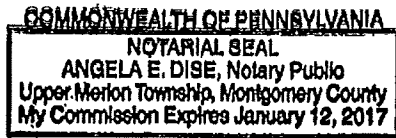
By:   
Richard T. Hebert, President and CEO

Sworn and subscribed before me this

26 day of February, 2013

  
Notary Public

My commission expires: January 12, 2017



**SCHEDULE A**

**United States Trademarks**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Registration Date</b>
SMOOTH FITNESS & Design	3,846,000	9/7/2010
DMT	3,414,959	4/22/2008

**Canadian Trademarks**

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