

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
U Gym, LLC		06/10/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Zuffa, LLC		
Street Address:	2960 West Sahara Avenue		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89102		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4164152	TRAIN DIFFERENT	
Serial Number:	85647569	DUT	
CORRESPONDENCE DATA			
Fax Number:	7029479684		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	702-796-5555		
Email:	TRADEMARKS@GORDONSILVER.COM		
Correspondent Name:	Jennifer Ko Craft		
Address Line 1:	3960 Howard Hughes Parkway, 9th Floor		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	102800-		
NAME OF SUBMITTER:	Jennifer Ko Craft		
Signature:	/Jennifer Ko Craft/		

OP \$65.00 4164152

TRADEMARK

Date:

06/14/2013

Total Attachments: 4

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ASSIGNMENT

This Assignment ("Assignment") is entered into as of June 10, 2013 ("Effective Date") by and between U Gym, LLC, a Nevada limited liability company, ("Assignor") and Zuffa, LLC, a Nevada limited liability company ("Assignee"). For purposes of this Assignment, Assignor and Assignee may be collectively referred to herein as the "Parties" or separately as "Party."

WHEREAS, Assignor owns U.S. Registration Number 4164152 and U.S. Serial Number 85647569 ("Registration and Application"); and

WHEREAS, Assignor desires to assign, and Assignee desires to accept, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property (as defined below) to Assignee.

NOW, THEREFORE in consideration of the covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the above recitals are incorporated herein by this reference and to the following:

1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, without any restrictions, limitations or reservations, and Assignee does hereby accept the assignment, transfer and conveyance of all of Assignor's entire right, title, and interest in and to the marks TRAIN DIFFERENT and DUT, and any stylizations, designs or the like associated therewith, including, without limitation, the Registration and Application, any other federal trademark applications and registrations, state trademark applications and registrations and common law rights therein, and goodwill associated with and symbolized thereby, all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringements, violations, dilutions or contract breaches, together with the right at law or equity to sue and recover for any past, continuing and/or future infringements, violations, dilutions or contract breaches and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, all of the foregoing rights, titles and interests to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer and conveyance had not been made. Additionally, Assignor hereby waives and releases any claim of infringement of any right, title, or interest of Assignor (whether based in any intellectual property right, other proprietary interest whatsoever or applicable fiduciary theory) in, to or respecting the Assigned Intellectual Property and shall never challenge nor dispute Assignee's right, title, and interest in and to the Assigned Intellectual Property.

2. At Assignee's request, Assignor shall execute all documents and do all other lawful acts necessary to effect the clarification of ownership of all right, title and interest in and to the Assigned Intellectual Property to Assignee and to allow Assignee to apply for and prosecute any applications for the Assigned Intellectual Property (including, without limitation,

the Application), and maintain any resulting registrations and any extensions, renewals and/or reissues thereof; and cooperate with and assist Assignee in connection with any legal actions, oppositions, cancellation proceeding or other proceedings brought by or against Assignee regarding the Assigned Intellectual Property.

3. Assignor hereby covenants, represents, warrants and agrees as of the Effective Date that: (a) Assignor has the capacity and authority to enter into this Assignment and has not previously entered into any contracts or agreements or executed any other instruments that conflict with any of the rights assigned to Assignee hereunder; (b) Assignor owns all right, title and interest in and to the Assigned Intellectual Property; (c) the Assigned Intellectual Property is free of any liens, security interests, licenses or other encumbrances of whatsoever nature; (d) the Assigned Intellectual Property has not been, and is not currently, the subject matter of any litigation, claims or other legal proceedings, nor has Assignor received any other notice of such pending matters; and (e) Assignee's exercise of any of the rights assigned to Assignee hereunder shall not violate any law or infringe the rights of any third party (including, without limitation, any intellectual property rights).

4. This Assignment shall constitute the sole, entire and binding agreement between the Parties with respect to the subject matter set forth herein. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties with reference to the subject matter of this Assignment will be of any force or effect. Any amendment or modification of this Assignment must in writing and signed by the Parties.

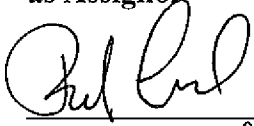
5. This Assignment and all transactions hereunder shall be governed by and construed in accordance with the laws of the state of Nevada, except that the conflicts of law principles of the state of Nevada shall not apply so as to make the law of another jurisdiction applicable. Venue and jurisdiction for any claim with respect to or arising out of this Assignment shall lie in the state or federal courts of Las Vegas, Nevada, to which the Parties hereby unconditionally consent.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment shall become binding when one or more counterparts hereof, individually or taken together, bears the signature of all the Parties reflected as the signatories. Any photocopy or facsimile of this Assignment, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Assignment.

[remainder of page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the Effective Date and each of the undersigned represent that he or she has the authority to legally bind his or her respective entities.

U GYM, LLC
as Assignor



By: Brent Goffel
Its: Manager
Date: 6/3/13

ZUFFA, LLC
as Assignee



By: Ite Laurence Epstein
Its: COO
Date: 6/10/13

Federal Trademarks

Ref #	Trademark & Logo	Status / Status Date	Serial/Reg. No.	Goods/Services	Owner	Filing Basis	Filing Date
Fed 1	TRAIN DIFFERENT	REGIS TERE D - June 26, 2012	85-455669 4,164,152	41 - Health Club Services, namely, providing instruction and training in the fields of fitness and mixed martial arts	U GYM, LLC (NEVADA LTD. LIABILITY CO.) 3595 MT. DIABLO BLVD. SUITE 300 LAFAYETT E, CA 94549	Section 1(a) - Use in Commerce	October 25, 2011
Fed 2	DUT	PENDI NG - Non-fi nal action mailed - Januar y 7, 2013	85-647569	41 - Health Club service, namely, providing instruction and training in the fields of fitness and mixed martial arts	U GYM, LLC (NEVADA LTD. LIABILITY CO.) 3595 MT. DIABLO BLVD. SUITE 300 LAFAYETT E, CA 94549	Section 1(a) - Use in Commerce	June 8, 2012