

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
First Maxx, LLC		09/12/2013	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	MAXX Fitness Holdco, LLC		
Street Address:	2 Corporate Drive		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85360663	THE MAXX FITNESS CLUBZZ	
CORRESPONDENCE DATA			
Fax Number:	2125939175		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-980-0120		
Email:	pto@fkks.com		
Correspondent Name:	Frankurt Kurnit Klein & Selz PC		
Address Line 1:	488 Madison Avenue		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	021373.0200		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		

OP \$40.00 85360663

Date:

09/13/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, First Maxx, LLC, a Connecticut limited liability company, (“Assignor”), owns all right, title and interest in and to the trademark listed in the attached Schedule A (the “Trademark”).


WHEREAS, MAXX Fitness Holdco, LLC, a Delaware limited liability company, with an address of 2 Corporate Drive, Shelton, Connecticut 06484 (“Assignee”) is desirous of acquiring the entire right, title and interest in, and to and under the Trademark.

WHEREAS, Assignor hereby covenants and agrees that the Assignor has full right to convey the entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreement in conflict herewith.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the Assignor does hereby assign, sell, transfer and set over to Assignee its entire right, title and interest in, to and under the Trademark, together with the goodwill of the business symbolized by the Trademark and all income, royalties and damages now and hereafter due and/or payable to Assignor, along with the right to sue for past, present and future infringements, in and to all the Trademark, and the registration thereof, set forth on the attached Schedule A.

IN TESTIMONY WHEREOF, Assignor has caused this Trademark Assignment to be duly executed on the date set forth below.

FIRST MAXX, LLC

By: 
Name: Daniel Johnson
Title: *Member Manager*
Date: *9/12/13*

SCHEDULE A

Trademark	Serial Number	Filing Date
THE MAXX FITNESS CLUBZZ & Design	85/360,663	June 30, 2011