

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
LOA FRANCHISE HOLDING, LLC		12/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	HCOA FRANCHISE HOLDING, LLC
Street Address:	730 NW 19th Street
Internal Address:	Suite 702
City:	Miami
State/Country:	FLORIDA
Postal Code:	33216-1233
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	85084349	HCOA FITNESS
Serial Number:	85084347	HCOA FITNESS
Serial Number:	85084346	HCOA FITNESS PURE ENERGY. PURE LIFE.
Serial Number:	85084335	HCOA FITNESS PURA ENERGIA. PURA VIDA.
Serial Number:	85084344	HCOA FITNESS PURE ENERGY. PURE LIFE.
Serial Number:	85084342	HCOA FITNESS PURA ENERGIA. PURA VIDA.
Serial Number:	75359739	HEALTH CLUBS OF AMERICA

CORRESPONDENCE DATA	
Fax Number:	9735972400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	973-597-2500
Email:	lstrademark@lowenstein.com

CH \$190.00 85084349

Correspondent Name: Lawrence A. Weinstein, Esq.
Address Line 1: Lowenstein Sandler LLP
Address Line 2: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	21859.17
NAME OF SUBMITTER:	Lawrence A. Weinstein, Esq.
Signature:	/Lawrence A. Weinstein/
Date:	12/26/2013

Total Attachments: 4

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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "*Assignment*"), dated as of December 24, 2013, by and between LOA Franchise Holding, LLC, a Delaware limited liability company (hereinafter "*Assignor*"), in favor of HCOA Franchise Holding, LLC, a Delaware limited liability company (hereinafter "*Assignee*").

WHEREAS, Assignor owns all marks and corresponding applications and registrations of (along with the good will associated therewith) the marks listed on the attached Schedule A (the "*Acquired Trademarks*");

WHEREAS, Assignor has adopted, used and registered the domain names listed on the attached Schedule A (the "*Acquired Domain Names*" and, collectively with the Acquired Trademarks, the "*Property*");

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in the Property; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title, and interest in and to the Property and corresponding applications and registrations, along with the goodwill they represent and all business associated with the Property, the right to sue for past and future infringements, misappropriations, or other violations of the Property, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Property, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Assignor agrees to give Assignee and/or any person designated by Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. Restrictions. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Property and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor; provided, however, that Assignor has granted to John Gauthier ("*Gauthier*") the right to use the Acquired Trademarks through March 1, 2014, pursuant to the terms of that certain Franchise Wind Down Agreement, dated September 1, 2013, by and between Assignor and Gauthier, and that the rights granted herein remain subject to the rights of Gauthier pursuant thereto.

3. Authorization for Assignment of Acquired Trademarks. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in

trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Acquired Trademarks.

4. Authorization for Assignment of Acquired Domain Names. The Assignor agrees to cooperate with the Assignee to initiate and complete the transfer process in relation to the Acquired Domain Names electronically from the Assignor's account to the Assignee's account and servers within five (5) business days after the Effective Date, including, without limitation, providing all applicable authentication, transaction identification, and security codes required to transfer registration of the Acquired Domain Names to Assignee. The Assignor authorizes and requests the applicable registration authority to transfer the Acquired Domain Names from the Assignor to the Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Florida.

6. Benefit and Assignability. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns, and no other person or entity will have any right (whether third party beneficiary or otherwise) hereunder.

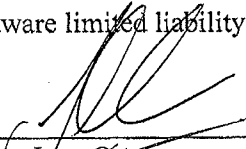
7. Entire Agreement. This Assignment constitutes all of the covenants, promises, agreements, conditions and understandings between the parties concerning the subject matter hereof and there are no covenants, promises, conditions or understandings, either oral or written, between them other than as are herein set forth.

8. Counterparts; Facsimiles and Electronic Transmissions. This Assignment may be signed in any number of counterparts, each of which will be deemed an original, to include facsimiles, e-mail or other electronic transmissions of original documents, but all of which together will constitute one and the same instrument.

(Signatures appear on following page.)

IN WITNESS WHEREOF, the Assignor has caused this Assignment Agreement to be duly executed and delivered as of the date first above written.

LOA FRANCHISE HOLDING, LLC, a
Delaware limited liability company

By: 
Name: Juan Ortega
Title: President

Schedule A

HCOA Fitness Trademarks (USPTO) --

	Serial Number	Reg. Number	Word Mark
1	85084349	4222370	HCOA FITNESS
2	85084347	4222369	HCOA FITNESS
3	85084346	4222368	HCOA FITNESS PURE ENERGY. PURE LIFE.
4	85084335	4222367	HCOA FITNESS PURA ENERGIA. PURA VIDA.
5	85084344	4050306	HCOA FITNESS PURE ENERGY. PURE LIFE.
6	85084342	4150767	HCOA FITNESS PURA ENERGIA. PURA VIDA.

Health Clubs of America Trademark (USPTO) --

	Serial Number	Reg. Number	Word Mark
1	75359739	2282551	HEALTH CLUBS OF AMERICA

HCOA Fitness Trademarks (Puerto Rico) --

	Filing Number	Word Mark
1	72230	HCOA Fitness Pure Energy, Pure Life
2	72237	HCOA Fitness Pure Energy, Pure Life
3	72245	HCOA Fitness Pure Energy, Pure Life
4	72235	HCOA FITNESS & Horizontal Design
5	72233	HCOA FITNESS & Horizontal Design
6	72244	HCOA FITNESS & Vertical Design
7	72247	HCOA FITNESS & Vertical Design
8	72241	HCOA FITNESS PURA ENERGIA. PURA VIDA & Horizontal Design
9	72243	HCOA FITNESS PURA ENERGIA. PURA VIDA & Horizontal Design
10	72229	HCOA FITNESS PURA ENERGIA. PURA VIDA & Vertical Design
11	72246	HCOA FITNESS PURA ENERGIA. PURA VIDA & Vertical Design
12	72240	HCOA FITNESS PURE ENERGY. PURE LIFE & Horizontal Design

Internet domain names --

www.crossfitmonolith.com
 www.crossfit-monolith.com
 www.HCOA-Fitness.com
 www.monolithcrossfit.com