

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306004

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Athletico, Ltd.		05/16/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wrigley Management, LLC		
<b>Street Address:</b>	280 Park Avenue, 25th floor		
<b>Internal Address:</b>	c/o Harvest Partners, LP		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85598462	BETTER FOR EVERY BODY.	
<b>Serial Number:</b>	85410336	ATHLETICO PHYSICAL THERAPY	
<b>Serial Number:</b>	85035738	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Serial Number:</b>	85035770	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Serial Number:</b>	85035792	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Serial Number:</b>	75350275	ATHLETICO SPORTS MEDICINE AND PHYSICAL T	
<b>Serial Number:</b>	75350276	ATHLETICO SPORTS MEDICINE AND PHYSICAL T	
<b>Serial Number:</b>	75350277	ATHLETICO	
<b>Serial Number:</b>	75350278	ATHLETICO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Fatima Carrillo/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patent & Trademark Department		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

OP \$240.00 85598462

<b>ATTORNEY DOCKET NUMBER:</b>	1119931-0086
<b>NAME OF SUBMITTER:</b>	Fatima Carrillo
<b>SIGNATURE:</b>	/Fatima Carrillo/
<b>DATE SIGNED:</b>	05/29/2014

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of May 16, 2014 by and between Athletico, Ltd., an Illinois corporation (the "Assignor"), and Wrigley Management, LLC, a Delaware limited liability company (the "Assignee").

### BACKGROUND

The Assignor is party to that certain Unit Purchase Agreement, dated April 24, 2014, by and among Wrigley Purchaser, LLC, Athletico Management Holdings, LLC, the other sellers set forth on the signature pages thereto and Mark Kaufman (the "Purchase Agreement").

The Assignor and the Assignee are parties to that certain Asset Contribution Agreement dated as of May 16, 2014 (the "Contribution Agreement"), pursuant to which the Assignor has agreed to contribute and assign to the Assignee, and the Assignee has agreed to accept from Assignor, all of Assignor's Contributed Assets (as defined in the Contribution Agreement), which includes the Company Intellectual Property (as defined in the Purchase Agreement), in each case, upon the terms and subject to the conditions set forth therein.

### TERMS

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE I DEFINITIONS

1.1. Definitions. Initially capitalized terms not defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement. Additionally, the following definitions shall apply to this Agreement:

"Copyrights" shall mean the United States and foreign copyrights, copyrightable works and works of authorship (whether or not copyrightable), and all samples, patterns, designs, packaging, labels, containers (including the shape and graphic designs), artwork, photography, product books, design books, molds, tools, dies, mock-ups, prototypes, website content, sketches, markers copy, marketing, advertising and promotional materials (including print and online advertisements and marketing), whether registered or unregistered, owned or licensed by the Assignor, including any United States and foreign registrations for, or applications to register, any of the foregoing, in each case as set forth on Exhibit A attached hereto, and all moral and economic and other similar rights under the laws of any jurisdiction.

"Intellectual Property" shall mean Patents, Trademarks, Copyrights, Trade Secrets, Domain Names, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations for all of the aforementioned.

“Patents” means the letters patent, pending applications for patents, patent disclosures, inventions (whether or not patentable), whether foreign or domestic, owned or licensed by the Assignor, including, without limitation, any regional patents, certificates of invention, utility models, rights by license or otherwise to or under letters patent, pending applications for patents or inventions and all substitutions, continuations, continuations-in-part, divisionals, renewals, reissues, re-examinations and extensions of all of the aforementioned and letters patent granted thereon, in each case as set forth on Exhibit B attached hereto.

“Trademarks” shall mean the United States and foreign trademarks, tradenames, service marks, logos, designs, slogans, trade dress, d/b/a’s, certification marks, brand names, business and corporate names, , product designations, symbols, product and packaging designs, and other indicia or origin owned or licensed by the Assignor and any registrations or applications for registration thereof, whether foreign or domestic, and any goodwill associated therewith, in each case as set forth on Exhibit C attached hereto.

“Trade Secrets” shall mean the United States and foreign trade secrets, proprietary processes, technologies, methods, formulas, improvements, business information and know-how owned or licensed by the Assignor and used or intended for use exclusively in connection with the Business and used primarily in connection with the Business.

1.2. Copyrights. Assignor hereby conveys, assigns, transfers and delivers to Assignee all of Assignor’s right and title to and interest in the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name. Assignee hereby accepts the foregoing assignment.

1.3. Trademarks. Assignor hereby conveys, assigns, transfers and delivers to Assignee all of Assignor’s right and title to and interest in the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name. Assignee hereby accepts the foregoing assignment.

1.4. Patents. Assignor hereby conveys, assigns, transfers and delivers to Assignee all of Assignor’s right and title to and interest in the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee’s sole name. Assignee hereby accepts the foregoing assignment.

1.5. Trade Secrets. Assignor hereby conveys, assigns, transfers and delivers to Assignee all of Assignor’s right and title to and interest in the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee’s sole name. Assignee hereby accepts the foregoing assignment.

1.6. Domain Names. Assignor hereby conveys, assigns, transfers and delivers to Assignee all of Assignor's right and title to and interest in the Internet domain names set forth on Exhibit D attached hereto (the "Domain Names"). Assignee hereby accepts the foregoing assignment.

1.7. Further Actions. Assignor hereby covenants and agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take any other action as such Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment. Specifically, Assignor agrees to: (i) at Assignee's expense, execute, acknowledge and deliver such further documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to register in the name of Assignee the assignment of the Intellectual Property in any appropriate governmental agency or registrar, including the necessary InterNic Registrant Name Change Agreement (RNCA) and/or correspondence with any domain name registrars to accomplish the transfer of the Domain Names; and (ii) use commercially reasonable efforts to provide information requested by Assignee pertaining to the Intellectual Property in order for Assignee to prosecute, maintain and enforce the Intellectual Property.

## ARTICLE II MISCELLANEOUS

2.1. Amendments. No amendment to or modification of this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

2.2. Counterparts; Effectiveness. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed and delivered (by telecopy or other electronic means) by the other party hereto.


2.3. Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF.

*[Remainder of Page Intentionally Left Blank, Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

**ASSIGNOR:**

ATHLETICO, LTD.

By:   
Name: Mark Kaufman  
Title: President

**ASSIGNEE:**

WRIGLEY MANAGEMENT, LLC

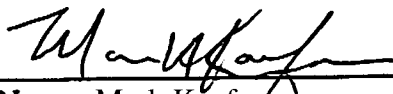
By:   
Name: Mark Kaufman  
Title: Manager

Exhibit A

COPYRIGHTS

**Registered Copyrights : NONE**

**Unregistered Copyrights:** All unregistered common law copyrights in and to all printed and electronic sales and promotional materials, catalogs, pamphlets, brochures, advertising materials, product labels and packaging, product inserts, manuals and product information, photographs, literature, directories and other publications, materials used in the printing or production of such items and web content owned and previously used by Assignor, in each case that relate primarily to the Business.

Exhibit B

PATENTS

**Patents: NONE**

**Patent Applications: NONE**



Exhibit C

TRADEMARKS

Mark	Application No.	Registration No.	Application Date	Registration Date
Better for every body.	85598462	4256971	04/16/2012	12/11/2012
Better for every body.				
Athletico Physical Therapy	85410336	4135056	08/30/2011	05/01/2012
ATHLETICO PHYSICAL THERAPY				
Athletico Physical Therapy · Occupational Therapy	85035738	3897190	05/11/2010	12/28/2010
ATHLETICO PHYSICAL THERAPY · OCCUPATIONAL THERAPY				
Athletico Physical Therapy · Occupational Therapy	85035770	3897195	05/11/2010	12/28/2010
<b>ATHLETICO</b> <small>PHYSICAL THERAPY · OCCUPATIONAL THERAPY</small>				
Athletico Physical Therapy · Occupational Therapy	85035792	3890274	05/11/2010	12/14/2010

<b>ATHLETICO</b> <small>PHYSICAL THERAPY • OCCUPATIONAL THERAPY</small>						
Athletico Sports Medicine and Physical Therapy Center <b>ATHLETICO</b> <small>SPORTS MEDICINE AND PHYSICAL THERAPY CENTER</small>	75350275	2277134	09/02/1997	09/14/1999		
Athletico Sports Medicine and Physical Therapy Center	75350276	2277135	09/02/1997	09/14/1999		
Athletico <b>ATHLETICO</b>	75350277	2277136	09/02/1997	09/14/1999		
Athletico	75350278	2264119	09/02/1997	07/27/1999		

Exhibit D

DOMAIN NAMES

<b>Domain Name</b>	<b>Owner</b>	<b>Exp. Date</b>
Athletic.com	Athletico, Ltd.	08/17/2016
Athleticogolfcenter.com	Athletico, Ltd.	05/22/2019
Athleticosportperformance.com	Athletico, Ltd.	05/22/2019
Athleticopt.com	Athletico, Ltd.	05/22/2019
Atheletico.biz	Athletico, Ltd.	05/21/2019
Atheltico.biz	Athletico, Ltd.	05/21/2019
Althetico.biz	Athletico, Ltd.	05/21/2019
Althetico.us	Athletico, Ltd.	05/21/2019
Atheletico.us	Athletico, Ltd.	05/21/2019
Atheltico.us	Athletico, Ltd.	05/21/2019
Atletico.us	Athletico, Ltd.	05/21/2019
Althetico.cc	Athletico, Ltd.	05/22/2019
Atheletico.cc	Athletico, Ltd.	05/22/2019
Atheltico.cc	Athletico, Ltd.	05/22/2019
Atletico.ws	Athletico, Ltd.	05/22/2019
Atletico.me	Athletico, Ltd.	05/22/2019
Althetico.com	Athletico, Ltd.	05/22/2019
Atheletico.com	Athletico, Ltd.	05/22/2019
Althetico.me	Athletico, Ltd.	05/22/2019
Atheletico.me	Athletico, Ltd.	05/22/2019
Atheltico.me	Athletico, Ltd.	05/22/2019

Althetico.mobi	Athletico, Ltd.	05/22/2019
Atheletico.mobi	Athletico, Ltd.	05/22/2019
Atheltico.mobi	Athletico, Ltd.	05/22/2019
Althetico.net	Athletico, Ltd.	05/22/2019
Atheletico.net	Athletico, Ltd.	05/22/2019
Atheltico.net	Athletico, Ltd.	05/22/2019
Althetico.ws	Athletico, Ltd.	05/22/2019
Atheletico.ws	Athletico, Ltd.	05/22/2019
Atheltico.ws	Athletico, Ltd.	05/22/2019