

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sport & Health Clubs, L.C.		08/19/2014	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	USF S&H Holdco, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3984028	SPORT&HEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@dechert.com, erin.reimer@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	115697		
NAME OF SUBMITTER:	Erin Reimer		
SIGNATURE:	/Erin Reimer/		
DATE SIGNED:	09/17/2014		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement") is made effective as of the 19th day of August, 2014 by and among USF S&H HOLDCO, LLC, a Delaware limited liability company ("Assignee") and each S&H Seller (as defined below, each an "Assignor" and collectively, "Assignors").

RECITALS

WHEREAS, Assignee and Assignors are parties to that certain Joint Purchase Agreement, dated as of July 18, 2014, by and among USF Holdings II, LLC, a Delaware limited liability company, the entities set forth on the signature pages thereto under the heading S&H SELLERS ("S&H Sellers"), Sport & Health Holdings, LLC, a Delaware limited liability company, USF S&H Holdco, LLC, a Delaware limited liability company and USF S&H Topco, LLC, a Delaware limited liability company (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to assume from each Assignor all of its right, title and interest in and to the S&H Intellectual Property Rights (as defined in the Purchase Agreement); and

WHEREAS, capitalized terms used herein, but not otherwise defined, shall have the meanings specified in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and Assignors agree as follows:

1. Assignment and Acceptance. Pursuant to the terms of the Purchase Agreement and this Agreement, the Assignors hereby assign and transfer to Assignee all rights, titles and interests of Assignors in, to and under the S&H Intellectual Property Rights, together with any rights owned by Assignors relating thereto, free and clear of any Liens (except for Permitted Liens). Assignee hereby accepts the assignment of the S&H Intellectual Property Rights, together with any rights owned by Assignors related thereto, free and clear of any Liens (except for Permitted Liens).

2. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state.

4. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each party and delivered to the other parties. Signatures of the parties transmitted by facsimile or other electronic communication means (including email in .pdf format) shall be binding and effective for all purposes. Each party shall subsequently deliver to the other

parties an original, executed copy of this Agreement; provided, however, that a failure to deliver such original shall not invalidate a facsimile or other electronic signature.

6. Entire Agreement. This Agreement, together with the Purchase Agreement, contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and understandings, oral or written, relating to such subject matter. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignee or Assignors of any liabilities, duties or obligations imposed on them by the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements, and other provisions of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the provisions of the Purchase Agreement shall govern

7. Amendment or Modification. This Agreement may not be amended or modified except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

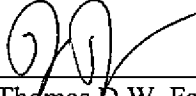
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.


ASSIGNORS:

SPORT & HEALTH CLUBS, L.C.

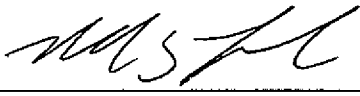
By: Sport & Health Holdings, LLC, its Manager

By: 
Name: Thomas D.W. Fauquier
Title: Authorized Manager


SPORT AND HEALTH VIRGINIA PROPERTIES, L.C.

By: 
Name: Mark S. Fisher
Title: CEO


WASHINGTON SPORT & HEALTH, INC.

By: 
Name: Mark S. Fisher
Title: President and CEO

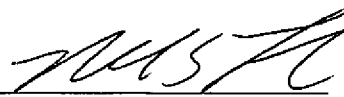
SPORT AND HEALTH MARYLAND PROPERTIES, L.C.

By: 
Name: Mark S. Fisher
Title: Manager

SPORT AND HEALTH, INC.

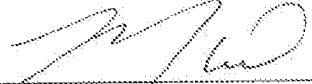
By: 
Name: Mark S. Fisher
Title: President and CEO

SPORT & HEALTH CLUB MANAGEMENT, L.C.

By: 
Name: Mark S. Fisher
Title: Manager

ASSIGNEE:

USF S&H HOLDCO, LLC

By: 

Name: Benjamin Landis

Title: Senior Vice President and Secretary

Signature page to IP Assignment Agreement