

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318879

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BBC Franchising LLC		09/04/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barry's Bootcamp Holdings, LLC		
<b>Street Address:</b>	135 West 20th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3178015	BARRY'S BOOTCAMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123351657		
<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>	612.335.1740		
<b>Email:</b>	carolyn.sandberg@stinsonleonard.com		
<b>Correspondent Name:</b>	Carolyn M. Sandberg		
<b>Address Line 1:</b>	150 South Fifth Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-4238		
<b>ATTORNEY DOCKET NUMBER:</b>	2068307.0001		
<b>NAME OF SUBMITTER:</b>	Carolyn M. Sandberg		
<b>SIGNATURE:</b>	/Carolyn M. Sandberg/		
<b>DATE SIGNED:</b>	10/02/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made and entered into and effective as of September 4, 2014 ("Effective Date") by and from BBC Franchising LLC, a California limited liability company with an address of 5555 Jed Smith Road, Hidden Hills, CA 91302 ("Assignor") to Barry's Bootcamp Holdings, LLC, a Delaware limited liability company with an address of 135 W. 20th St., New York, NY 10011 ("Assignee").

**WHEREAS**, Assignor has acquired and is the sole and exclusive owner of the entire right, title and interest in and to the marks listed in Appendix A hereby attached and all underlying rights therein (the "Trademarks"); and

**WHEREAS**, as of the Effective Date Assignor hereby desires to assign all of its rights, title and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, to Assignee and Assignee desires to receive the assignment of the Trademarks.

**NOW, THEREFORE**, Assignor agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the registrations for the Trademarks, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor, as of the Effective Date.

2. **Further Assurances.** Assignor agrees to cooperate at all times from and after the date hereof with respect to the supplying of any information reasonably requested by Assignee hereto regarding any of the matters described in this Assignment, and Assignor agrees to execute such other instruments or documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of any conveyance, assignment, and transfer described herein.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.

4. **Amendments.** Neither this Assignment nor any term hereof may be amended, changed, waived, discharged or terminated, except by an instrument in writing signed by the parties hereto.

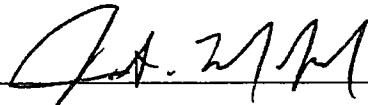
5. **Electronic Signature.** Delivery of an executed signature page to this Assignment by facsimile or email transmission shall be effective delivery of a manually executed version of this Assignment.

6. **Successors and Assigns.** This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns. Nothing in this

instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed effective as of the Effective Date.

BBC Franchising LLC

By: 

Name: John Mumford

Title: Chief Executive Officer

APPENDIX A

BARRY'S BOOTCAMP (and design)	U.S. Reg. No. 3178015	November 28, 2006
BARRY'S BOOTCAMP	Intl Reg. No. 1065276	January 20, 2011