

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327671

<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>
FITNESS EDGE LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EDGE FITNESS, LLC		
<b>Street Address:</b>	500 Kings Highway Cutoff		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86343134	THE EDGE FITNESS CLUBS	
<b>Serial Number:</b>	86343162	EDGESTRONG	
<b>Serial Number:</b>	86343180	EDGERX	
<b>Registration Number:</b>	4430382	THE EDGE	
<b>Registration Number:</b>	4430383	THE EDGE SPORTS TRAINING CENTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	3630.187		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	12/31/2014		

OP \$140.00 86343134

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

December 31, 2014

WHEREAS, Fitness Edge LLC, a Delaware limited liability company ("Assignor"), is the owner of those certain trademarks and trademark registrations (the "Marks") listed on Exhibit A attached hereto.

WHEREAS, Assignor has agreed to assign and does hereby assign to Edge Fitness, LLC, a Delaware limited liability company ("Assignee"), all rights, title, interest and licenses in and to the Marks.

WHEREAS, Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

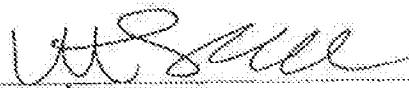
1. Assignor sells, assigns and transfers to Assignee the entire right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.
2. Assignor will assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.
3. Assignor will not execute any writing nor do any act conflicting with this Trademark Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Trademark Assignment, and in enforcing any rights relating hereto.
4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks, as applicable. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.
5. This Trademark Assignment and all the terms hereof shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

FITNESS EDGE LLC

By:   
Its: President

[Signature page to Trademark Assignment (Fitness Edge LLC)]

**EXHIBIT A TO TRADEMARK ASSIGNMENT**

<b>Trademark Application/Trademark</b>	<b>Serial Number/Registration Number</b>	<b>Filing Date/Registration Date</b>
THE EDGE FITNESS CLUBS	86/343134	July 21, 2014
EDGESTRONG	86/343162	July 21, 2014
EDGERX	86/343180	July 21, 2014
THE EDGE	4430382	November 12, 2013
THE EDGE SPORTS TRAINING CENTERS	4430383	November 12, 2013

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