

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barry's Bootcamp, LLC		02/04/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Barry's Bootcamp Holdings, LLC		
Street Address:	14622 Ventura Blvd, Suite 201		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3572435	DON'T THINK, JUST SHRINK	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6123351799		
Email:	cheryl.classen@stinsonleonard.com		
Correspondent Name:	Ruth Rivard		
Address Line 1:	150 South 5th Street, Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	2068307-0011 "HOLDINGS"		
NAME OF SUBMITTER:	Ruth Rivard		
SIGNATURE:	/Ruth Rivard/		
DATE SIGNED:	02/09/2015		
Total Attachments: 2			
source=Don't Think, Just Shrink 2015 Assignment to Holdings#page1.tif			
source=Don't Think, Just Shrink 2015 Assignment to Holdings#page2.tif			

CH \$40.00 3572435

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into and effective as the date signed below ("Effective Date") by and from Barry's Bootcamp LLC, a California limited liability company with an address of 14622 Ventura Blvd., Suite #201, Sherman Oaks, CA 91403 ("Assignor") to Barry's Bootcamp Holdings, LLC, a Delaware limited liability company with an address of 14622 Ventura Blvd., Suite #201, Sherman Oaks, CA 91403 ("Assignee").

WHEREAS, Assignor has acquired and is the sole and exclusive owner of the entire right, title and interest in and to DON'T THINK, JUST SHRINK, U.S. Reg. No. 3,572,435 and all underlying rights therein (the "Trademark"); and

WHEREAS, as of the Effective Date Assignor hereby desires to assign all of its rights, title and interest in and to the Trademark, 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 Trademark, together with the goodwill of the business symbolized by the Trademark, including the registrations for the Trademark, 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 Trademark 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. 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. 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.

Barry's Bootcamp LLC

By:  _____

Name: John Mumford

Title: Chief Executive Officer

Date: February 4, 2015