

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MP8 SC IP LLC		07/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Equinox Holdings, Inc.		
Street Address:	895 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85755721	BLITZ	
Registration Number:	2152237		
Registration Number:	2239483		
Registration Number:	2492323		
Registration Number:	4487017	REV	
Registration Number:	4390777	SPORTS CLUB/LA	
Registration Number:	2616150	THE SPORTS CLUB/LA	
Registration Number:	1727704	THE SPORTS CLUB/LA	
Registration Number:	2796508	THE SPORTS CLUB/LA	
Registration Number:	4171060	VINYASA VIBES	
CORRESPONDENCE DATA			
Fax Number:	3122512897		
<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:	312.368.4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	Keith W. Medansky		
Address Line 1:	P.O. Box 64807		
Address Line 2:	DLA Piper LLP (US)		

CH \$265.00 85755721

Address Line 4:	Chicago, ILLINOIS 60664-0807
ATTORNEY DOCKET NUMBER:	EQUINOX 384416-000015
NAME OF SUBMITTER:	Keith W. Medansky
SIGNATURE:	/Keith W Medansky/
DATE SIGNED:	03/09/2015

Total Attachments: 11

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Assignment of Intellectual Property

This **Assignment Of Intellectual Property** (this “**Assignment**”) is made and entered into as of July 30, 2014 by and between Equinox Holdings, Inc., a Delaware corporation (“**Assignee**”) and MP8 SC IP LLC, a Delaware limited liability company (“**Assignor**”).

Background

WHEREAS, Assignee, MP8 SC LLC (“**MP8**”), certain subsidiaries of MP8 as identified on exhibit A to the Agreement (as defined below), including Assignor, and MP Sports Club Upper Eastside LLC are parties to that certain Asset Purchase Agreement dated as of the date hereof;

WHEREAS, Assignor is the owner of the trademarks set forth on schedule A attached hereto and the domain names set forth on schedule B attached hereto (collectively, the “**IP Assets**”);

WHEREAS, pursuant to the Agreement, Assignor, has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the IP Assets, including all intellectual property rights therein and goodwill associated therewith.

NOW THEREFORE, in consideration of mutual covenants and agreements set forth below and in the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

Agreement

1. **Assignment.** Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of Assignor’s right, title, and interest in and to the IP Assets, together with the goodwill of the business symbolized by and associated with the foregoing; and all other proprietary or intellectual property rights pertaining thereto throughout the world (collectively, the “**Intellectual Property Rights**”), same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving from the IP Assets and/or Intellectual Property Rights, all claims for damages by reason of past, present and future infringement or misappropriation of the IP Assets and/or Intellectual Property Rights or injury to the goodwill associated with the Intellectual Property Rights, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **Unassignable IP.** If Assignor has any Intellectual Property Rights in and to the IP Assets that cannot be assigned as a matter of law (the “**Unassignable IP Rights**”), Assignor hereby grants to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the IP Assets in any manner without any restriction, and Assignor hereby unconditionally and irrevocably waives and quitclaims to Assignee any and all claims and causes of action of any kind against Assignee, its successors, assigns, and other legal representatives, and its licensees (through multiple tiers) with respect to such rights, and agrees, at Assignee’s request and expense, to consent to and join in any action to enforce such rights. Assignor further waives any “moral” rights, or other rights with respect to attribution of

authorship or integrity relating to the IP Assets as Assignor may have under any applicable law under any legal theory.

3. Assistance. Assignor agrees to perform all acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting and enforcing its rights in the IP Assets and the Intellectual Property Rights. Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of applicable Intellectual Property Rights or participating in legal proceedings. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the IP Assets or the Intellectual Property Rights, Assignor hereby irrevocably appoints Assignee as his agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by Assignor.

4. Representations and Warranties. Assignor represents and warrants that Assignor has the full right and authority to enter into this Assignment and to grant the rights granted and perform his obligations hereunder, and that Assignor has not granted to any third party any security interest, option, lien, license, or encumbrance of any nature, on the IP Assets.

5. No Royalty Obligations. Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to any of the IP Assets, Intellectual Property Rights, Unassignable IP Rights, or any other proprietary rights related to the business of Assignee.

6. General.

6.1 Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to the provisions, policies or principles thereof relating to choice or conflict of laws.

6.2 Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this agreement, or any power, right, privilege or remedy under this agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

6.3 Amendments. This agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each of the parties hereto.

6.4 Severability. In case any one or more of the provisions contained in this agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity,

legality and enforceability of the remaining provisions contained herein and other application thereof shall not in any way be affected or impaired thereby.

6.5 Construction. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

6.6 Entire Agreement. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto.

"Assignee"

Equinox Holdings, Inc.,
a Delaware corporation

By: 
Name: Larry Segall
Title: Chief Financial Officer

"Assignor"

MP8 SC IP LLC

By: MP8 SC LLC, its member

By: _____
Name: Mario Palumbo
Title: Vice President

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto.

"Assignee"

Equinox Holdings, Inc.,
a Delaware corporation

By: _____
Name: Larry Segall
Title: Chief Financial Officer

"Assignor"

MP8 SC IP LLC

By: MP8 SC LLC, its member

By: _____
Name: Mario Palumbo
Title: Vice President

Schedule A

Trademarks

Registration / Serial Number	Mark	Class	Goods
App. No: 85755721 (Pending)	BLITZ	41	Conducting Fitness Classes
Reg. No: 2152237	Flying Lady Design	41	Fitness and Health Club Services
Reg. No: 2239483	Flying Lady Design	25	Men, women and children's t-shirts, shorts, socks, tights, leotards, pants, visors, polo shirts, sweat shirts, caps, jackets, tank tops and sweat pants
Reg. No: 2492323	Flying Lady Design	41	Fitness and Health Club Services; Conducting Exercise Classes
Reg. No: 730578	Flying Lady Design (Australia)	41	Fitness and health club services, aerobic classes, gymnastic instruction, gymnasiums
Reg. No: 4487017	REV	41	Conducting exercise classes; fitness and health club services, namely, providing instruction and equipment in the field of physical exercise; providing physical fitness instruction and consultation in the field of indoor cycling; providing fitness and exercise facilities for indoor cycling; physical fitness studio services, namely providing group exercise instruction, equipment and facilities

Registration / Serial Number	Mark	Class	Goods
Reg. No: 4390777	SPORTS CLUB/LA and Design	41	Health club services, namely, providing instruction and equipment in the field of physical exercise; conducting fitness, yoga and pilates classes; physical fitness studio services, namely, providing group exercise instruction, equipment, and facilities; nutritional consultations, and wellness programming
Reg. No: 000978205 (CTM)	THE SPORTS CLUB/LA and Design	5/41	Vitamins, minerals, dietary and nutritional supplements/fitness and health club services
Reg. No: 96650419 (France)	THE SPORTS CLUB/LA and Design	14/25/26	Jewelry, watches and clocks/clothing, footwear, headgear/shoelaces, badges and patches
Reg. No: 2616150	THE SPORTS CLUB/LA	25/41	Clothing, namely, men's, women's and children's t-shirts, tights, pants, visors, polo shirts, sweat shirts, caps, jackets, tank tops and sweat pants/fitness and health club services
Reg. No: 1052463 (CTM)	THE SPORTS CLUB/LA	5/25/41	Vitamins, minerals, dietary and nutritional supplements in international class 5/clothing, namely women's and children's t-shirts, shorts, socks, tights, leotards, pants, visors, polo shirts, sweat shirts, caps, jackets, tank tops and sweat pants in international class 25/fitness and health club services in international class 41
Reg. No: 1727704	THE SPORTS CLUB/LA and Design	25	Men, Women and Children's t-shirts, shorts, caps, tank tops
Reg. No: 2796508	THE SPORTS CLUB/LA and Design	41	Fitness and health club services; conducting exercise classes
Reg. No: 39649195 (Germany)	THE SPORTS CLUB/LA and Design	14/25/26	Precious metals and their different alloys such as items that are produced with it or coated with it (included in class 14); fine jewelry products, costume jewelry, gemstones; watches, inclusive

Registration / Serial Number	Mark	Class	Goods
Reg. No: 2115600 (United Kingdom)	THE SPORTS CLUB/LA and Design	14/25/26	of wrist watches, time pieces; parts for these goods; garments, belts, footwear, headgear; lace and stitch work; ties ad laces, also for shoes; buttons, hooks and they eyes they hook into; artificial flowers; labels that can be sewn, stuck or glued on, applications, useful patches, decorative patches
Reg. No: 4171060	VINYASA VIBES	41	Jewelry; previous stones; horological and chronometric instruments; watches, clocks, stop watches/articles of outer clothing; articles of underclothing; socks, shoes, sports shoes, boots; headgear, hats, caps, hoods, balaclavas/shoe laces; badges; patches Conducting fitness classes; personal fitness training services and consultancy; personal fitness training services featuring aerobic and anaerobic activities combined with resistance and flexibility training; physical fitness conditional classes; physical fitness instruction; physical fitness studio services, namely, providing group exercise instruction, equipment and facilities; physical fitness training of individuals and groups; physical fitness training services; providing fitness and exercise studio services, namely, pilates instruction and training

Schedule B

Domain Names

Domain Name	Expiration Date
lasportclub.com	11/1/2016
lasportsclub.com	10/17/2016
lasportsclub.net	10/17/2016
lasportsclub.org	10/17/2016
lasportsclubs.com	1/2/2016
losangelessportsclub.com	10/17/2016
losangelessportsclub.net	10/17/2016
losangelessportsclub.org	10/17/2016
sportclubla.com	2/28/2016
sportsclub-la.com	6/21/2016
sportsclubcompany.com	2/2/2016
sportsclubcompany.net	2/2/2016
sportsclubcompany.org	2/2/2016
sportsclubirvine.com	10/17/2016
sportsclubirvine.net	10/17/2016
sportsclubirvine.org	10/17/2016
sportsclubla.com	6/20/2016
sportsclubla.net	2/2/2016
sportsclubla.org	2/2/2016
sportsclublosangeles.com	10/17/2016
sportsclublosangeles.net	10/17/2016
sportsclublosangeles.org	10/17/2016
thesportclubla.com	11/1/2016
thesportsclub.com	5/10/2015
thesportsclub.info	4/3/2015
thesportsclub.org	2/2/2016
thesportsclubcompany.com	2/2/2016
thesportsclubcompany.net	2/2/2016
thesportsclubcompany.org	2/2/2016
thesportsclubirvine.com	3/7/2016
thesportsclubirvine.net	4/28/2016
thesportsclubirvine.org	4/28/2016
thesportsclubla.com	1/23/2016
thesportsclubla.net	2/4/2016
thesportsclubla.org	2/4/2016
thesportsclublosangeles.com	10/17/2016
thesportsclublosangeles.net	10/17/2016
thesportsclublosangeles.org	10/17/2016

blitz.club	5/1/2015
blitz.training	3/23/2015
corporatewellness.today	3/13/2015
corporatewellness.training	3/27/2015
fko.club	5/1/2015
fko.today	3/13/2015
fko.training	3/27/2015
forkidsonly.club	5/1/2015
forkidsonly.today	3/13/2015
forkidsonly.training	3/27/2015
inform.club	5/1/2015
inform.training	3/23/2015
invite.club	5/1/2015
invite.training	3/23/2015
itsallhere.today	3/13/2015
itsallhere.training	3/27/2015
myfitnessjourney.today	3/13/2015
myfitnessjourney.training	3/27/2015
scla.club	5/1/2015
scla.today	3/13/2015
scla.training	3/23/2015
shopscla.today	3/13/2015
shopscla.training	3/27/2015
sportsclubla.club	5/1/2015
sportsclubla.today	3/13/2015
sportsclubla.training	3/27/2015
squash.training	3/23/2015
thespa.club	5/1/2015
thespa.today	3/13/2015
thespa.training	3/27/2015
thesportsclublaboston.com	8/5/2016
thesportsclubladc.com	8/5/2016
thesportsclublasf.com	8/5/2016
thesportsclubsla.com	8/5/2016

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**Registered under
GoDaddy**

Domain Name

itsallhere.club
myfitnessjourney.club
shopscla.club
Sportsclubla.fitness
Inform.fitness
Invite.fitness
Fko.fitness
Blitz.fitness
Squash.fitness

Expiration Date

5/7/2015
5/7/2015
5/7/2015
pre-registration
pre-registration
pre-registration
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pre-registration
pre-registration