

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MyFitnessPal, Inc.		11/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Under Armour, Inc.		
Street Address:	1020 Hull Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21230		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4316273	MYFITNESSPAL	
Registration Number:	3872768	MYFITNESSPAL	
Registration Number:	4357908		
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@underarmour.com, jpiper@underarmour.com		
Correspondent Name:	Kelly L. Williams		
Address Line 1:	1020 Hull Street		
Address Line 4:	Baltimore, MARYLAND 21230		
NAME OF SUBMITTER:	Joseph Piper		
SIGNATURE:	/josephpiper/		
DATE SIGNED:	12/01/2015		
Total Attachments: 5			
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OP \$90.00 4316273

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made and entered into between MyFitnessPal, Inc., a Delaware corporation, having a place of business at 525 Brannan Street, Suite 300, San Francisco, CA 94107 ("Assignor") and Under Armour, Inc., a Maryland corporation, having an address at 1020 Hull Street, Baltimore, MD 21230 ("Assignee"). Assignor and Assignee may be referred to collectively as the "Parties," or separately as a "Party."

WHEREAS, Assignor, has adopted, used and is using exclusively in the operation of its business and is the owner of the trademarks, service marks, trade names and the trademark registration(s) and/or application(s) therefor, if any, as well as certain domain names, all common law rights therein, all as set forth in Exhibit A (collectively, the "Marks");

WHEREAS Assignor and Assignee entered into a Merger Agreement dated March 17, 2015, whereby Assignee acquired certain assets, properties and rights, including the Marks, to permit Assignee to own the Marks and business related to such assets, properties and rights and to license-back to Assignor the right to use certain assets, properties and rights, including the Marks, in the operation of the business (the "Merger Agreement"); and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Marks in perpetuity, and to continue to license-back to Assignor the right to use such Marks in the operation of the business.

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

1. Assignment. Pursuant to the Merger Agreement, Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks in the United States and throughout the world, and all registrations and pending applications therefor, in the United States and throughout the world, (collectively, referred to as "All Marks"), together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain all damages and/or profits for past, present, or future infringement or other unauthorized use of the Marks, the intent

hereof being to substitute the Assignee in the place of the Assignor. Assignee hereby accepts this Assignment.

2. Documentation. Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

3. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be signed and delivered by each Party's duly authorized representative.

UNDER ARMOUR, INC.

MAPMYFITNESS, INC.

By: Cynthia Raposo
Cynthia Raposo
SVP-Legal

By: John Stanton
John Stanton
Secretary


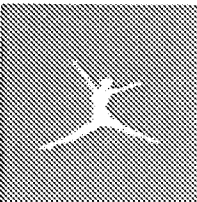
Date: 11/17/2015

Date: 11/17/2015

EXHIBIT A

TRADEMARK and DOMAIN NAME SCHEDULE

Trademark Schedule:

UA Ref	TITLE	COUNTRY	STATUS	APPLNO	REGNO
412067	MYFITNESSPAL	United States of America	Registered	85/681,428	4316273
412073	MYFITNESSPAL & design 	United States of America	Registered	77/965,222	3872768
412263	MYFITNESSPAL Logo 	United States of America	Registered	85/767,627	4357908

Domain Name Schedule:

fitnessfriend.com	myfitnesspal.gs
fitnessfriend.net	myfitnesspal.idv.tw
mfpapitest.com	myfitnesspal.ind.in
mfpassets.com	myfitnesspal.info
mfpaws.com	myfitnesspal.me
mydietfriend.com	myfitnesspal.me.uk
myfitnesspal.com	myfitnesspal.mobi
myfitnesspal.ag	myfitnesspal.ms
myfitnesspal.am	myfitnesspal.mx
myfitnesspal.at	myfitnesspal.name
myfitnesspal.be	myfitnesspal.net
myfitnesspal.biz	myfitnesspal.net.ag
myfitnesspal.bz	myfitnesspal.net.co
myfitnesspal.cc	myfitnesspal.net.in
myfitnesspal.cn	myfitnesspal.net.nz
myfitnesspal.co.uk	myfitnesspal.nl

myfitnesspal.com	myfitnesspal.nom.co
myfitnesspal.com.ag	myfitnesspal.nom.es
myfitnesspal.com.bz	myfitnesspal.nu
myfitnesspal.com.cn	myfitnesspal.org
myfitnesspal.com.co	myfitnesspal.org.ag
myfitnesspal.com.es	myfitnesspal.org.es
myfitnesspal.com.mx	myfitnesspal.org.in
myfitnesspal.com.tw	myfitnesspal.org.nz
myfitnesspal.de	myfitnesspal.org.uk
myfitnesspal.es	myfitnesspal.tv
myfitnesspal.firm.in	myfitnesspal.tw
myfitnesspal.fm	myfitnesspal.us
myfitnesspal.gen.in	myfitnesspal.vg
myfitnesspalapi.com	myfitnesspal.fr
myfitnesspalcorp.com	myfitnesspal.it
mypregnancypal.com	myfitnesspal.net.br
myfitnesspal.com.br	myfitnesspal.se
myfitnesspalllc.com	myfitnesspal.tk