

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PumpOne, LLC		12/09/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Anytime Health, LLC		
Street Address:	12181 Margo Avenue South		
City:	Hastings		
State/Country:	MINNESOTA		
Postal Code:	55033		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78861753	PUMPONE	
Serial Number:	78861756	PUMPONE	
Serial Number:	78881719	P	
Serial Number:	78881652	P	
Serial Number:	78899341	YOUPUMP	
Serial Number:	85338723	FITNESSBUILDER	
Serial Number:	85853976	FITNESSCLASS	
Serial Number:	86534830	CLASSPASS	
CORRESPONDENCE DATA			
Fax Number:	9528421742		
<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:	952-896-1545		
Email:	ipgroup@larkinhoffman.com		
Correspondent Name:	Molly T. Eichten		
Address Line 1:	8300 Norman Center Drive		
Address Line 2:	Suite 1000		
Address Line 4:	Minneapolis, MINNESOTA 55437-1060		
NAME OF SUBMITTER:	Molly T. Eichten		

OP \$215.00 78861753

SIGNATURE:	/Molly T. Eichten/
DATE SIGNED:	12/29/2015
Total Attachments: 5 source=PumpOne Trademark Assignment#page1.tif source=PumpOne Trademark Assignment#page2.tif source=PumpOne Trademark Assignment#page3.tif source=PumpOne Trademark Assignment#page4.tif source=PumpOne Trademark Assignment#page5.tif	

EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“Assignment”), effective as of **December 9, 2015** (“Effective Date”), is from **PumpOne, LLC**, a New York limited liability company (“Assignor”), to **Anytime Health, LLC**, a Minnesota limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor entered into an Asset Purchase Agreement, dated as of the date hereof, with Assignee and Craig Schlossberg (the “Purchase Agreement”);

WHEREAS, Assignor owns the trademarks and trademark registrations listed in the attached Schedule A (the “Trademarks”);

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Trademarks and the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, and Assignor desires to assign its rights in the Trademarks and such goodwill to Assignee; and

WHEREAS, the execution and delivery of this Assignment is a Closing (as defined in the Purchase Agreement) delivery pursuant to Section 7.1(d) of the Purchase Agreement.

NOW, THEREFORE, for the consideration stated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee (i) all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks is used and that is symbolized by the Trademarks, (ii) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, dilutions or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment had not been made (together, the “Assigned Rights”).

Upon request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title and interest in and to the Assigned Rights as granted to Assignee.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

PUMPONE, LLC

BY: [Signature]

NAME: Craig Schlossberg

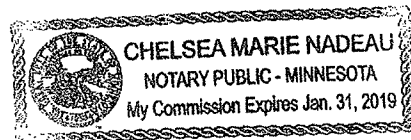
TITLE: President

DATE: 12/9/15

STATE OF MINNESOTA
COUNTY OF WASHINGTON

On this 9th day of December 2015, before me, a Notary Public in and for the State and County foresaid, personally appeared Craig Schlossberg, known by me to be the person above named and an officer of PumpOne, LLC, who is duly authorized to execute this Assignment on behalf of PumpOne, LLC, and who signed and executed the foregoing instrument on behalf of PumpOne, LLC.

Notary Public: [Signature]
My Commission Expires: Jan. 31, 2019



Signature Page to the Instrument of Assignment – Trademarks

ASSIGNEE:

ANYTIME HEALTH, LLC

BY: [Signature]

NAME: David Mortensen

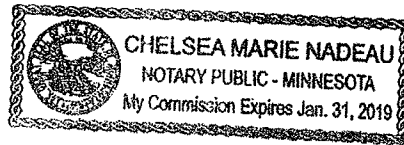
TITLE: President

DATE: 12/9/15

STATE OF MINNESOTA
COUNTY OF WASHINGTON

On this 9th day of December 2015, before me, a Notary Public in and for the State and County
foresaid, personally appeared David Mortensen, known by me to be the person
above named and an officer of Anytime Health, LLC, who is duly authorized to execute this
Assignment on behalf of Anytime Health, LLC, and who signed and executed the foregoing
instrument on behalf of Anytime Health, LLC.

Notary Public: [Signature]
My Commission Expires: Jan. 31, 2019



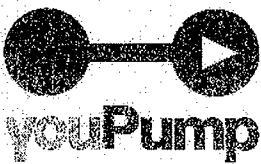



Signature Page to the Instrument of Assignment – Trademarks

SCHEDULE A

Trademarks

U.S. Trademark Applications and Registrations

Mark	Status	App No	App Date	Reg No	Reg Date
PUMPONE	Registered	78861753	April 14, 2006	3293850	September 18, 2007
PUMPONE	Registered	78861756	April 14, 2006	3337082	November 13, 2007
	Registered	78881719	May 11, 2006	3293917	September 18, 2007
	Registered	78881652	May 11, 2006	3332588	November 6, 2007
	Registered	78899341	June 2, 2006	3360835	December 25, 2007
FITNESSBUILDER	Registered	85338723	June 6, 2011	4294199	February 26, 2013
	Registered	85853976	February 19, 2013	4524387	May 6, 2014
CLASSPASS	Pending	86534830	February 13, 2015		