

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390511

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Local Barre LLC | | 07/01/2016 | Limited Liability Company: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | LB IP, LLC | | |
| Street Address: | 299 E 6th St. | | |
| Internal Address: | Floor 1 | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45202 | | |
| Entity Type: | Limited Liability Company: OHIO | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4138636 | LOCAL BARRE | |
| Registration Number: | 4822952 | BIKEGARTEN | |
| Registration Number: | 4546223 | BYOBABY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5136985079 | | |
| <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: | 5136985078 | | |
| Email: | mmarrero@ulmer.com | | |
| Correspondent Name: | Michael A. Marrero | | |
| Address Line 1: | 600 Vine Street | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Cincinnati, OHIO 45202-2409 | | |
| NAME OF SUBMITTER: | Michael A. Marrero | | |
| SIGNATURE: | /Michael A. Marrero/ | | |
| DATE SIGNED: | 07/06/2016 | | |
| Total Attachments: 2 | | | |
| source=Assignment of LB#page1.tif | | | |

OP \$90.00 4138636

TRADEMARK AND URL ASSIGNMENT AGREEMENT

THIS TRADEMARK AND URL ASSIGNMENT AGREEMENT ("Agreement") is executed effective 7/1/2016, by Local Barre LLC a New Jersey limited liability company with an address at 1180 Maxwell Lane, Hoboken, New Jersey 07030 ("Seller"), and LB IP, LLC, an Ohio limited liability company with an address of 299 E 6th St., Floor 1 Cincinnati, OH 45202 ("Buyer").

RECITALS

A. Seller, is the owner of the "Local Barre", "Bikegarten", and "BYOBaby" trademarks that are the subjects of U.S. Patent and Trademark Office Registration Numbers 4,138,636, 4,822,952 and 4,546,223 respectively (hereinafter the "Trademarks").

B. Seller is the owner of the registration for the domain name www.localbarre.com (the "Domain Name").

C. Seller has agreed to assign to Buyer its entire right, title and interest in and to the Trademarks and Domain Name.

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

1. **Assignment.** Seller does hereby assign to Buyer all of its right, title and interest worldwide in and to the Trademarks and the Domain Name, together with the goodwill of the business symbolized by said Trademarks and the right to sue for past, present and future infringements of the Trademarks and the right to collect and own any monetary or other damages as a result thereof.

2. **Further Assurances.** Seller covenants and agrees to execute and deliver, at Buyer's request, such further instruments of transfer and assignment and to take such other action as Buyer may reasonably request to more effectively consummate the transfers and assignments contemplated by this Agreement, at Buyer's expense. Seller shall refrain from any further use of the Trademarks or any other mark or designation confusingly similar to the Trademarks, and of the Domain Name. Seller also represents and warrants:

- a. that he has the full power, right, and authority to enter into this assignment;
- b. that he is the sole owner of all right, title and interest in the Trademarks and the Domain Name, that that title is marketable, and that the title is free and clear of any encumbrance;
- c. that neither the Trademarks nor the Domain Name is currently the subject of any pending, or (to the best of the knowledge of Seller) threatened, litigation;
- d. that Seller is not aware of any claim by any third party of any rights of any nature, or of infringement, with respect to the Trademarks or the Domain Name;
- e. that neither the Trademarks nor the Domain Name is subject to any license or royalty obligation to any third party, and that no third party's consent is required;

f. that the trademark Registration Numbers 4,138,636, 4,822,952 and 4,546,223 are valid and enforceable and are not limited by the rights of any third parties.

3. **No Third-Party Beneficiary.** None of the provisions in this Agreement shall be deemed to create any rights in any third party.

4. **Successors and Assigns.** This Agreement and the covenants and agreements herein set forth shall inure to the benefit of Buyer and its successors and assigns and shall be binding upon Seller and their respective successors and assigns.

5. **Headings and Recitals.** Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part thereof. The Recitals to this Agreement are an integral part of this instrument and are incorporated herein by reference.

6. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and may be amended or modified only by an instrument in writing duly executed by the parties to this Agreement.

7. **Waiver.** No waiver by any party of any breach of or failure to comply with any provision of this Agreement by the other party shall be effective unless in writing, and no such waiver shall construed as or constitute a continuing waiver of such provisions, or a waiver of any other breach of, or a failure to comply with, any other provision of this Agreement.

8. **Counterparts.** This Agreement may be executed in two counterparts which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be duly executed and delivered on their behalf by their duly authorized officers as of the date first written above.

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| <p>SELLER LOCAL BARRE LLC A New Jersey limited liability company</p> <p>DocuSigned by: By: <u>Joseph DeMarco</u> <small>08E34250A242483 (Signature)</small></p> <p>Name: <u>Joseph DeMarco</u> <small>(Printed name)</small></p> <p>Its: <u>Co-Founder/CFO</u> <small>(Title)</small></p> | <p>BUYER LB IP, LLC An Ohio limited liability company</p> <p>DocuSigned by: By: <u>Kristian Higgs</u> <small>75D6C008300A644 (Signature)</small></p> <p>Name: <u>Kristian Higgs</u> <small>(Printed name)</small></p> <p>Its: <u>Assistant General Counsel</u> <small>(Title)</small></p> |
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