

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoe Unlimited Apparel LLC dba Zero Limit LLC		08/05/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	ICON Health & Fitness, Inc.		
Street Address:	1500 South 1000 West		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4779742	ZERO LIMIT	
CORRESPONDENCE DATA			
Fax Number:	8012141964		
<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:	(801) 799-5892		
Email:	docket@hollandhart.com		
Correspondent Name:	Tiffany D.W. Shimada		
Address Line 1:	P.O. Box 11583		
Address Line 2:	Holland & Hart LLP		
Address Line 4:	Salt Lake City, UTAH 84110		
NAME OF SUBMITTER:	Tiffany Shimada		
SIGNATURE:	/Tiffany Shimada/		
DATE SIGNED:	08/23/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 5, 2016, is made by Zoe Unlimited Apparel LLC, d/b/a Zero Limit LLC, ("Seller"), a Texas limited liability company, in favor of Icon Health & Fitness, Inc. ("Buyer"), a Delaware limited liability company.

WHEREAS, Seller desires to convey, transfer and assign to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For consideration of the sum of [REDACTED] to Seller in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

- (a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, except for income from sales made by Seller during the one-month period from the Effective Date of the Settlement Agreement for selling off existing inventory; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Representations and Warranties. Seller hereby represents and warrants to Buyer as follows, as of the date hereof:

(a) All required filings and fees related to the Trademark Registration listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to the Trademark Registration.

(b) Assignor owns all right, title and interest in and to the Assigned Trademark, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademark and Assignor's ownership and use thereof.

(c) Assignor has provided Assignee with true and complete copies of all Licenses related to the Assigned Trademark, should there be any. All such Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such Licenses.

(d) No person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, the Assigned Trademark.

(e) Assignor makes no representations as to the validity of the Assigned Trademark.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

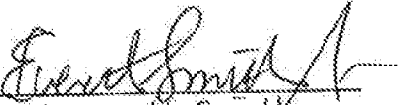
5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law and Venue. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Salt Lake County, State of Utah, in any legal suit, action or proceeding arising out of or based upon this Agreement.

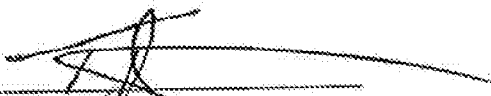
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Icon Health & Fitness, Inc.

By: 
Name: Everett Smith
Title: Secretary

AGREED TO AND ACCEPTED:

Zoe Unlimited Apparel, LLC

By: 
Name: Tyler Larson
Title: Manager

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATION

UNITED STATES TRADEMARK REGISTRATION

Trademark	Registration No.	Registration Date
ZERO LIMIT	4,779,742	July 28, 2015

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