

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402966

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the Receiving Party to read "Stack Sports Performance Training, LLC" previously recorded on Reel 005341 Frame 0772. Assignor(s) hereby confirms the VSP IP, LLC conveyed the mark to "Stack Sports Performance Training" in the original cover sheet.		
RESUBMIT DOCUMENT ID:	900380200		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSP IP, LLC		05/20/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stack Sports Performance Training, LLC		
Street Address:	1228 Euclid Avenue		
Internal Address:	Suite 1000		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4021981	WE MAKE BETTER ATHLETES	
CORRESPONDENCE DATA			
Fax Number:	3302639278		
<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:	330-264-4444		
Email:	lycans@ccj.com		
Correspondent Name:	Andrew P. Lycans		
Address Line 1:	225 North Market Street		
Address Line 4:	Wooster, OHIO 44691		
NAME OF SUBMITTER:	Andrew P. Lycans		
SIGNATURE:	/Andrew P. Lycans/		
DATE SIGNED:	10/21/2016		
Total Attachments: 7			

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSP IP, LLC		05/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	STACK SPORTS PERFORMANCE TRAINING		
Street Address:	1228 EUCLID AVENUE		
Internal Address:	SUITE 1000		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3701040	VELOCITY SPORTS PERFORMANCE	
Registration Number:	3697976	V	
Registration Number:	3701024	VELOCITY SPORTS PERFORMANCE	
Registration Number:	2783949	V	
Registration Number:	2956834	VELOCITY FITNESS	
Registration Number:	2777247	VELOCITY SPORTS PERFORMANCE	
Registration Number:	4021981	WE MAKE BETTER ATHLETES	
Registration Number:	3454765	WHY DO YOU TRAIN?	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	mzadd@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Michael A. Zadd		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114		

CH \$215.00 3701040

ATTORNEY DOCKET NUMBER:	511690-600002-VSP
NAME OF SUBMITTER:	Michael A. Zadd
SIGNATURE:	/Michael A. Zadd/
DATE SIGNED:	08/12/2014

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made on May 20, 2014 between VSP IP LLC, a Delaware limited liability company ("*Assignor*"), and STACK Sports Performance Training, a Delaware limited liability company ("*Assignee*"), pursuant to that certain an Assignment and Bill of Sale by and among the Assignee, the Assignor, Sports Performance Training, LLC, a Delaware limited liability company, Velocity Sports Performance Franchise Systems, LLC, a Delaware limited liability company, and VSP Management, LLC, a Delaware limited liability company of even date herewith (the "*Purchase Agreement*"). Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations identified and set forth on Schedule A hereto (the "*Marks*") and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be transferred and assigned to the Assignee; and

WHEREAS, the Assignor desires to transfer, assign and convey, and the Assignee desires to acquire, all of the Assignor's right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants contemplated in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


1. The above recitals are incorporated herein as if set forth at length below.
2. The Assignor hereby assigns, sets over and transfers to the Assignee all of the Assignor's right, title and interest in, to and with respect to the following:
 - a) The Marks;
 - b) All common law rights and goodwill associated with the Marks; and
 - c) The right to recover damages for any and all past infringement upon the Marks.
3. The Assignor agrees, upon reasonable request and without further compensation, that the Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record the Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee and its successors, assigns or other legal representatives.

5. The Assignee hereby accepts the transfer, assignment and conveyance of the Marks.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

VSP IP, LLC, as Assignor

By: 
Name: J. Todd Anderson
Title: Manager

STATE OF CALIFORNIA)
) SS:
COUNTY OF [COUNTY])





On July 23, 2014, before me, a Notary Public in and for said County and State, personally appeared J. Todd Anderson, duly authorized agent for VSP IP, LLC, a Delaware limited liability company, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature  (Seal)



SCHEDULE A

Mark	Regn. No.	Regn. Date
	3701040	10/27/2009
	3697976	10/20/2009
	3701024	10/27/2009
	2783949	11/18/2003
VELOCITY FITNESS	2956834	05/31/2005
VELOCITY SPORTS PERFORMANCE	2777247	10/28/2003
WE MAKE BETTER ATHLETES	4021981	09/06/2011
WHY DO YOU TRAIN?	3454765	06/24/2008

CLI-2207505

RECORDED: 08/02/2016

TRADEMARK
REEL: 005807 FRAME: 0978