

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDEA HEALTH & FITNESS, INC.		09/30/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CRUZ BAY PUBLISHING, INC.		
Street Address:	300 CONTINENTAL BOULEVARD		
Internal Address:	SUITE 650		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4483860	FITFEED	
Registration Number:	4391330	FITNESSCONNECT	
Registration Number:	3358535	IDEA	
Registration Number:	1451415	IDEA	
Registration Number:	1562819	IDEA	
Registration Number:	4223603	INNER IDEA	
Registration Number:	2944372	INSPIRE THE WORLD TO FITNESS	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3491		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	JOHN M. PERKINS		
Address Line 1:	500 WOODWARD AVE.		
Address Line 2:	SUITE 4000		
Address Line 4:	DETROIT, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	27932-508		

OP \$190.00 4483860

NAME OF SUBMITTER:	JOHN M. PERKINS
SIGNATURE:	/JOHN M. PERKINS/
DATE SIGNED:	10/17/2016

Total Attachments: 19

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), by and between IDEA Health & Fitness, Inc., a California corporation ("Assignor"), and Cruz Bay Publishing, Inc., a Delaware corporation ("Assignee"), is dated and effective as of September 30, 2016 (the "Effective Date").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignee and Assignor (the "Purchase Agreement"), Assignee will acquire certain assets and assume certain liabilities of Assignor (the "Acquisition"); and

WHEREAS, Assignor is the owner of and has adopted and used certain trademarks and service marks relating exclusively to the Business (as defined in the Purchase Agreement), including those registrations and applications listed on Exhibit A attached hereto (all such marks and applications and the registrations therefor are herein collectively referred to as the "Trademarks"); and

WHEREAS, Assignor is the owner of the internet domain names (the "Domain Names") as set forth on Exhibit B attached hereto; and

WHEREAS, Assignor is also the owner of certain copyrights relating exclusively to the Business, including those listed on Exhibit C attached hereto (all such copyrights are herein collectively referred to as the "Copyrights"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks, the Domain Names, and the Copyrights, together with the goodwill associated therewith, from Assignor as part of the Acquisition; and

WHEREAS, Assignor is willing to transfer to Assignee the Trademarks, the Domain Names, and the Copyrights and the goodwill associated therewith.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. For and in consideration of the agreements set forth herein and in the Purchase Agreement, Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Trademarks, the Domain Names, and the Copyrights and the goodwill associated therewith, including any and all rights of recovery and claims, based on past, present and future infringement.

2. Concurrent with the execution and delivery of this Assignment, Assignor shall execute and deliver in recordable form an assignment of the Trademarks in the form of Exhibit D attached hereto.

3. Immediately upon execution of this Assignment, Assignor shall cease all use of the Trademarks, the Domain Names and the Copyrights, except to the extent necessary to fulfill its obligations under the Purchase Agreement or this Assignment.

4. Assignor hereby agrees to execute any further documents and to take further action reasonably necessary to effect the foregoing assignments, and to establish the ownership of record of the Trademarks, the Domain Names, and the Copyrights listed in Exhibits A, B and C attached hereto. Assignee will prepare any individual recordable assignment documents as required and will forward them to Assignor, which will arrange to have them executed by the authorized personnel of Assignor, and whenever required, will further arrange to have them duly notarized. Assignee shall be responsible for all maintenance and registration fees and similar costs due after Closing. Assignor will pay the official charges that Assignee incurs for legalization of any required assignment documents.

5. If either party to this Assignment breaches any of the covenants contained herein, the breaching party shall, upon written notice of the breach, be given fifteen (15) days after receipt of written notice (or, if the breach is not susceptible to remedy within fifteen (15) days, then such longer period as is reasonably necessary) within which to remedy the breach.

6. All notices, requests and other communications required or authorized to be given by either party to the other under this Assignment shall be in writing and shall be deemed to have been given or submitted when delivered as provided in the Purchase Agreement.

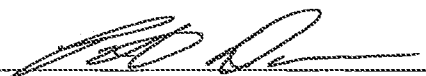
7. This Assignment together with the applicable provisions of the Purchase Agreement contains the entire understanding between the parties with respect to the subject matter of this Assignment and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns who shall be affirmatively bound to this Assignment. No modifications, change or waiver of any of the provision of this Assignment shall be valid unless in writing and signed by the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

IDEA HEALTH & FITNESS, INC.

By: 

Name: Peter Davis

Its: President & Chief Executive Officer

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.

By: _____

Name: Brian Sellstrom

Its: Executive Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

IDEA HEALTH & FITNESS, INC.

By: _____

Name: Peter Davis

Its: President & Chief Executive Officer

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.

By: _____

Name: Brian Sellstrom

Its: Executive Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

[Signature page to Intellectual Property Assignment]

ACKNOWLEDGEMENT

State of California)

County of San Diego)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 12 day of October, 2016, by Peter Davis, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as President and Chief Executive Officer of IDEA Health & Fitness, Inc., a California corporation, on behalf of such corporation.

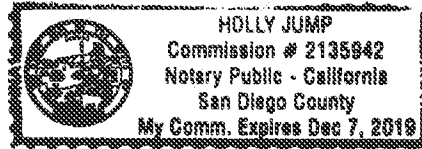
Holly Jump

, Notary Public

County, State of California

Notary registration number: 2135942

My commission expires: 12-7-2019



State of _____)

County of _____)

The foregoing instrument was acknowledged before me on this _____ day of October, 2016, by Brian Sellstrom, the Executive Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.

_____, Notary Public

County, State of _____

My commission expires: _____

Acting in the County of _____

[Signature page to Intellectual Property Assignment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

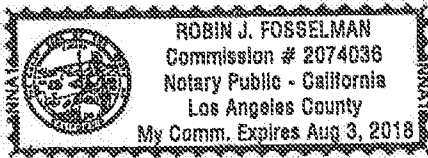
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On October 12, 2016 before me, Robin J. Fosselman, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brian Sellstrom
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Robin J Fosselman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL




Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Intellectual Property Assignment Document Date:
Number of Pages: Signer(s) Other Than Named Above:




Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

EXHIBIT A
TRADEMARK REGISTRATIONS


Schedule A
Trademark Disclosure Report
as of September 1, 2016

COUNTRY	TRADEMARK	STATUS	APP #	REG #	CLASS	APP DATE	REG DATE	OWNER
Australia	IDEA	Registered	464983	464983	41	May-11-1987	May-11-1987	idea Health & Fitness, Inc.
Australia		Registered	770450	770450	16, 41	Aug-17-1998	Aug-17-1998	idea Health & Fitness, Inc.
Brazil	IDEA	Registered	817082425	817082425	40	Jan-29-1993	Dec-6-1994	IDEA HEALTH & FITNESS INC
Brazil		Registered	821105698	821105698	41	Sep-25-1998	Feb-27-2007	International Dance-Exercise Association, Inc.
Canada	IDEA	Registered	1351372	TMA727166		Jun-12-2007	Oct-28-2008	idea Health & Fitness, Inc.
Canada		Registered	0601442	TMA381441		Feb-23-1988	Mar-15-1991	idea Health & Fitness, Inc.

Schedule A
 Trademark Disclosure Report
 as of September 1, 2016

COUNTRY	TRADEMARK	STATUS	APP #	REG #	CLASS	APP DATE	REG DATE	OWNER
Canada		Registered	0893777	TMA583040		Oct-14-1998	Jun-4-2003	Idea Health & Fitness, Inc.
Canada	INSPIRE THE WORLD TO FITNESS	Registered	1608425	YMA888,666		Jan-2-2013	Oct-24-2014	Idea Health & Fitness, Inc.
China	IDEA	Pending	16453499		41	Mar-9-2015		IDEA Health & Fitness, Inc.
CTM / EUTM		Registered	000914556	000914556	9, 16, 41	Aug-24-1998	Dec-15-1999	Idea Health & Fitness, Inc.
Hong Kong	IDEA	Registered	303309651	303309651	41	Feb-18-2015	Feb-18-2015	IDEA Health & Fitness, Inc.
India		Pending	2910848		41	Feb-26-2015		IDEA Health & Fitness, Inc.

Schedule A
 Trademark Disclosure Report
 as of September 1, 2016

COUNTRY	TRADEMARK	STATUS	APP #	REG #	CLASS	APP DATE	REG DATE	OWNER
Italy	IDEA	Registered	T09300016 94	0001568585	9, 16, 41	Sep-21-1993	Dec-11-1995	IDEA HEALTH & FITNESS INC
South Africa		Registered	98/14493	1995/14493	41	Aug-17-1998	Apr-6-2002	Idea Health & Fitness, Inc.
United Kingdom	IDEA	Registered	1308716	1308716	41	Apr-30-1987	Oct-6-1989	IDEA HEALTH & FITNESS INC
United States of America	FitFeed	Registered	85879058	4483860	41, 42	Mar-18-2013	Feb-18-2014	IDEA Health & Fitness, Inc.
United States of America	FITNESSCONNECT	Registered	85808064	4391330	35	Dec-20-2012	Aug-27-2013	IDEA Health & Fitness, Inc.
United States of America	IDEA	Registered	77866329	3358535	9, 16, 25, 41, 44	Dec-18-2006	Dec-25-2007	IDEA Health & Fitness, Inc.

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COUNTRY	TRADEMARK	STATUS	APP #	REG #	CLASS	APP DATE	REG DATE	OWNER
United States of America	IDEA	Registered	73631974	1651415	41	Nov-24-1986	Aug-4-1987	IDEA Health & Fitness, Inc.
United States of America	IDEA	Registered	73631973	1582813		Nov-24-1986	Oct-24-1989	IDEA Health & Fitness, Inc.
United States of America	INNER IDEA	Registered	77201503	4223603	9, 25, 41, 44	Jun-8-2007	Oct-16-2012	IDEA Health & Fitness, Inc.
United States of America	INSPIRE THE WORLD TO FITNESS	Registered	76419393	2944372	16, 41	Jun-11-2002	Apr-25-2005	IDEA Health & Fitness, Inc.

EXHIBIT B
DOMAIN NAMES

1. ideafit.com

EXHIBIT C
COPYRIGHTS

None.

EXHIBIT D

TRADEMARK ASSIGNMENT

[See Attached]

TRADEMARK ASSIGNMENT

WHEREAS, IDEA Health & Fitness, Inc., a California corporation ("Assignor"), is the owner of and has adopted and used those trademarks listed on Schedule A hereto (all such marks being the "Trademarks"); and

WHEREAS, Cruz Bay Publishing, Inc., a Delaware corporation, with offices at 300 Continental Blvd., Suite 650, El Segundo, CA 90245 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademarks, in the United States of America and all other countries and jurisdictions of the world, as well as all associated goodwill, as successor to the business of Assignor to which the Trademarks relate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right title and interest in the Trademarks, including any and all rights of recovery and claims, based on past, present and future infringement, together with the goodwill of the business associated with the Trademarks.

Executed on the 12 day of October, 2016.

IDEA HEALTH & FITNESS, INC.

By: 
Name: Peter Davis
Its: President & Chief Executive Officer

[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

State of California)

County of San Diego

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 12-day of October, 2016, by Peter Davis, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as President and Chief Executive Officer of IDEA Health & Fitness, Inc., a California corporation, on behalf of such corporation.

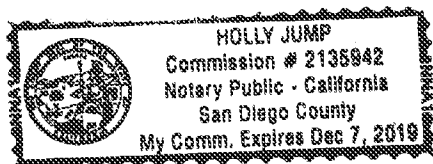
Holly Jump

Notary Public

Notary registration number: 2135942



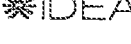
My commission expires: 12/07/19
12/07/2019

HJump






SCHEDULE A
Registrations


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South Africa		Registered	98/14493	1998/14493	41	Aug-17-1998	Apr-4-2002	Idea Health & Fitness, Inc.
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DETROIT 27932-508 1400966v3