

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ilana Muhlstein		10/31/2016	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beachbody, LLC		
<b>Street Address:</b>	3301 Exposition Blvd., Third Floor		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87153778	WATER FIRST, VEGGIES MOST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156657273		
<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>			
<b>Phone:</b>	2156657273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille Miller		
<b>Address Line 1:</b>	1650 Market Street, Cozen O'Connor		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Camille M. Miller		
<b>SIGNATURE:</b>	/Camille M. Miller/		
<b>DATE SIGNED:</b>	11/11/2016		
<b>Total Attachments: 2</b>			
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CH \$40.00 87153778

This DEVELOPMENT AND SERVICES AGREEMENT ("Agreement") is made and entered into as of the day of October, 2016 ("Effective Date"), by and between Beachbody, LLC, a Delaware limited liability company ("Company") with its principal place of business at 3301 Exposition Blvd, Santa Monica, California 90404, and Ilana Muhlstein, Inc. ("Lender"), f/s/o Ilana Muhlstein R.D. (individually and collectively, "Talent") with her principal place of business at 8383 Wilshire Blvd Beverly Hills CA, 90211 Suite 800

**6.2 "Water First, Veggies Most." Trademark:** A component of the compensation listed in Section 2.1 is for Beachbody's irrevocable acquisition of the "Waters First, Veggies Most." trademark, U.S. Reg. No. 87153778 ("Trademark") and all related intellectual property, URL's (e.g., [www.WaterFirstVeggiesMost.com](http://www.WaterFirstVeggiesMost.com)), social media assets (e.g., Facebook page, Twitter handles, etc.) and other related proprietary assets, including any goodwill arising from the Trademark. Upon complete execution of this Agreement, Talent, as the sole owner of the Trademark, hereby irrevocably conveys, transfers, and assigns all right, title and interest in and to the Trademark, all related intellectual property, all rights throughout the universe in perpetuity therein and thereto to Company, to be part of the Product Materials, including any causes in action, claims for damages both in equity and law for any infringement of the trademark, royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademark. Talent authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register the Trademark assignment upon request by Beachbody. Talent shall execute any and all documents and take all other further actions as reasonably requested by Beachbody to transfer ownership of the assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney. If Talent fails or refuses to execute and deliver any such separate assignments, documents or instruments implementing such intellectual property rights set forth herein within seven (7) business days after Company's written request therefore, Company will have and is hereby granted the right and authority to execute the same in Talent's name, place and stead and as Talent's attorney-in-fact for such purposes, which power is coupled with an interest and is irrevocable. Talent hereby represents and warrants to Beachbody that the Trademark is free and clear of liens, security interests and other encumbrances.

10.13 **Entire Agreement:** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or agreements between the parties hereto. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed herein.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement as of the day and year set forth above.

BEACHBODY, LLC

ILANA MUHLSTEIN, INC.

By: 

By: Ilana Muhlstein

Name: Jonathan Gelfand  
Chief Legal Officer

Ilana Muhlstein, Inc.  
EIN # 81-2809612

Its: Chief Operating Office, CEO

Date: October 31st, 2016