

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TNT Fitness Inc.		05/01/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	US Fitness Holdings, LLC		
Street Address:	1760 Old Meadow Road		
Internal Address:	Suite 300		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4250818	TNT FITNESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	703-245-4183		
Email:	smalik@usfitnessgroup.com		
Correspondent Name:	Sabiha Malik		
Address Line 1:	1760 Old Meadow Road		
Address Line 2:	Suite 300		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Scott Thomas		
SIGNATURE:	/Scott Thomas/		
DATE SIGNED:	02/17/2017		
Total Attachments: 12			
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AGREEMENT

This Agreement is entered into as of May 1, 2016 (the "Effective Date") by and among TNT Fitness, Inc., a Virginia corporation ("TNT"), Maz Movahed ("Movahed"), and US Fitness Holdings, LLC, a Delaware limited liability company ("USF") (this Agreement, as the same may be amended or restated from time to time, this "Agreement").

WITNESSETH:

WHEREAS, Movahed is the sole shareholder, officer, and director of TNT;

WHEREAS, prior to the Effective Date, Movahed and TNT operated a health and fitness business in various locations (the "TNT Business");

WHEREAS, TNT has agreed to sell to USF all of the assets of TNT (collectively, the "Assets"), including, without limitation, the "TNT Fitness" trademark registered in the US Patent and Trademark Office, Registration Number: 4,250,818, registered November 27, 2012 (the "Trademark"), to USF; and

WHEREAS, in consideration for the Assets, USF has agreed to, among other things, employ Movahed upon the terms and conditions set forth herein and as set forth in that certain offer letter, dated as of April 1, 2016, by and between Movahed and USF (said offer letter, as the same may be amended or restated from time to time, the "Offer Letter");

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

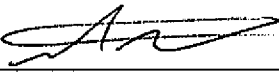
1. Effective as of the date hereof, TNT hereby sells, assigns, and transfers to USF all right, title, and interest of TNT in and to the Assets (the "Transfer"). TNT hereby agrees to execute and deliver such agreements, documents, and instruments as may be requested by USF in order to give effect to the Transfer. TNT hereby represents, warrants, and covenants that the Assets (a) are not subject to any liens, security interests, or other claims or encumbrances in favor of any person or entity, and (b) have been paid for in full.
2. The purchase price for the Assets is One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00) (the "Purchase Price") and shall be paid on the Effective Date.
3. Commencing the Effective Date, and in accordance with the terms of the Offer Letter, USF shall employ Movahed for an annual salary of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "Salary"). The Salary, less all applicable withholdings, payroll taxes, and contributions, shall be paid to Movahed in accordance with USF's regular payroll schedule and practices, and will commence on the payroll date following the Effective Date.
4. TNT and Movahed hereby agree, jointly and severally, to indemnify, defend, and hold harmless USF, its affiliates, and its subsidiaries and their respective partners, equity holders, officers, directors, principals, employees, agents, representatives, predecessors, successors, and assigns (together with USF, its affiliates, and its subsidiaries, each a "USF Party") from and against any and all taxes, fines, suits, procedures, claims, actions, causes of action, demands, losses, liabilities, damages, fees, costs, and expenses (including, without limitation, reasonable attorneys' and experts' fees and costs, and litigation costs) imposed on, brought against, or incurred by a USF Party, in each arising under, in connection with, or related to any claim for employment related taxes or other payroll taxes or deductions due and payable by TNT, Movahed, or any other person or entity and arising under, in connection with, or related to the TNT Business. This Section and the rights and

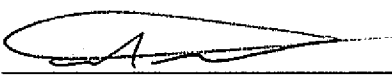
obligations under this Section shall survive the execution, delivery, and any termination of this Agreement. With respect to any amounts due and owing by TNT or Movahed to a USF Party under this Section, each of TNT and Movahed hereby agree that USF shall have the right to offset such amount against any amount due and owing by USF to either TNT or Movahed, whether under this Agreement, as salary, or otherwise.

5. On the date hereof, Movahed and USF shall execute and deliver a Non-Compete/Non-Solicitation Agreement substantially in the form attached hereto as Exhibit A and made a part hereof.
6. On the date hereof, Movahed will receive 0.70% Incentive Units (567 units) in USF S&H Topco, LLC.
7. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement binding on the parties hereto. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement under seal as of the date first set forth above.

TNT FITNESS, INC., a Virginia corporation

By:  (SEAL)
Name: Maz Movahed
Title: President/Director

 (SEAL)
Name: Maz Movahed

US FITNESS HOLDINGS, LLC, a Delaware limited liability company

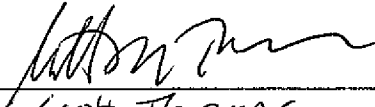
By:  (SEAL)
Name: Scott Thomas
Title: LPO

Exhibit A

Form of Non-Compete/Non-Solicitation Agreement

Attached

Non-Compete/Non-Solicitation Agreement

This Non-Compete/Non-Solicitation Agreement is entered into as of May 1, 2016 by Maz Movahed ("Employee") for the benefit of US Fitness Holdings, LLC, a Delaware limited liability company ("Employer") (this Non-Compete/Non-Solicitation Agreement, as the same may be amended from time to time, this "Agreement").

For good and valuable consideration including, but not limited to, the employment relationship referenced in this Agreement, the receipt and sufficiency of which is acknowledged, Employer and Employee hereby acknowledge and agree as follows:

1. **Employment.** Employer has employed Employee as of the date hereof, or continues to employ Employee, and Employee hereby accepts (or continues) such employment upon, among other things, the terms and conditions hereinafter set forth and for such wages and other compensation as may from time to time be agreed upon between Employee and Employer. Nothing in this Agreement creates a contract for employment, a guarantee of continued employment or employment for any specified period of time, or in any way modifies the AT WILL employment relationship between Employer and Employee. Employee represents and warrants that Employee is not now under any obligation to any person or entity, nor has any other interest which is inconsistent with or in conflict with this Agreement, or which would prevent, limit or impair in any way the performance by Employee of any of the covenants herein, or any duties of employment. Employee shall indemnify and hold harmless Employer from any claim, loss, damage, cost, or liability which may be asserted on account of Employer's employment of Employee.

2. **Term.** This Agreement shall remain in full force and effect as long as the employment of Employee by Employer continues, and for such additional time thereafter as is necessary to assure compliance with, and enforcement of, the provisions of this Agreement which are binding after the termination of Employee's employment relationship with Employer. It is mutually agreed that the terms of this Agreement shall remain in full force and effect regardless of any changes which may subsequently occur in Employee's remuneration or area and/or scope of responsibility.

3. **Duties.** Employee is engaged to perform certain tasks for one or more regional health, wellness, fitness, and exercise club(s) operated by an "Affiliate" (as defined below) of Employer (Employer, together with such Affiliates, collectively and individually as the context may require "USF" and each such club a "Club"). "Affiliate" means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with Employer. For the purposes hereof, "control" shall mean ownership of not less than 50% of all of the voting stock or other controlling legal or equitable interest in the subject entity. Each person and entity included in the term "USF" (other than Employer) shall be a third party beneficiary of this Agreement.

4. **Disclosure of Information.** Employee recognizes and acknowledges that USF has, through the expenditure of substantial time, effort, and money, developed and acquired certain "trade secrets and confidential information" (as defined below) which have become of great value to USF in its operations. Employee further acknowledges and understands that in the course of performing Employee's duties for Employer, Employee will receive special training and experience and have access to such trade secrets and confidential information. Employee covenants and agrees that Employee shall not, either at any time during the period that Employee is employed by Employer or at any time following the termination of such employment relationship with Employer (for any reason or no reason), directly or indirectly make any independent use of, or divulge, publish, or disclose (or authorize anyone to divulge, publish, or disclose) to any other person, organization, business, association, company, or other legal entity, any trade secrets and confidential information for any purpose whatsoever, except as required in the course of Employee's employment relationship with Employer. Upon request of Employer or upon termination of Employee's employment relationship with Employer (for any reason or no reason), Employee will promptly (i) return to Employer all tangible expressions of trade secrets and confidential information in Employee's possession and

control and all copies and summaries thereof, (ii) destroy all copies of any intangible expressions of trade secrets and confidential information in Employee's possession and control and all copies and summaries thereof, and (iii) upon request of Employer, certify in writing that Employee has complied with the immediately preceding clauses (i) and (ii). As used herein, the term "trade secrets and confidential information" shall mean member or other customer or client lists or contact information; information relating to compensation (including, without limitation, compensation plans); management reports; marketing plans; pricing policies; information relating to business operations (including, without limitation, business plans and business opportunities); manual and technology based systems; procedures; agreements; confidential reports; computerized compilation of any data; training materials; information, policy, and procedure manuals; video and audio recordings of training and operation methods; advertising themes; formats of advertising; and all other business methods, techniques, and information (financial or otherwise); in each case of USF or a Club and which are not generally known to trade or industry and which would be of competitive use by them. The term "trade secrets and confidential information" shall also include "Prospective Customer" (as defined in Paragraph 5(j) below) lists and contact information of Prospective Customers.

Employee acknowledges that (i) the knowledge and information (including, without limitation, trade secrets and confidential information) that may be imparted by USF to Employee are of a special and unusual character which have a unique value to USF, the loss of which cannot be adequately compensated by damages at an action at law; and (ii) USF has taken, and does take, responsible steps to maintain the confidentiality and secrecy of the trade secrets and confidential information.

5. **Restrictive Covenant.** Employee recognizes that the "Core Business" (as defined in Paragraph 5(j) below) is an integral part of USF's business and/or business interests. Employee further recognizes that it would cause USF irreparable harm and loss were Employee, either during the period that Employee is employed by Employer or upon termination of Employee's employment relationship with Employer (for any reason or no reason), to "engage in a business competitive with that of USF" (as defined in Paragraph 5(j) below). Therefore:

(a) Employee agrees that:

(i) during the period that Employee is employed by Employer, Employee will not at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, engage in a business competitive with that of USF if such engagement would result in the prohibitions of clauses (x) and/or (y) in the definition of "engage in a business competitive with that of USF" having an impact within a twenty (20) mile radius of the specific USF business location(s) or Club(s) where Employee works, or that are within Employee's scope of responsibility, at such time (measured from the front door of such location or Club);

(ii) during the period that Employee is employed by Employer, Employee will not at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, engage in a business competitive with that of USF if such engagement would result in the prohibitions of clauses (x) and/or (y) in the definition of "engage in a business competitive with that of USF" having an impact within a twenty (20) mile radius of any USF business location(s) or Club(s) (other than the business location(s) or Club(s) subject to the immediately preceding clause (i)) where Employee has worked, or that were within Employee's scope of responsibility, at any time during such employment (measured from the front door of such location or Club);

(iii) during the period that Employee is employed by Employer, Employee will not at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, engage

in a business competitive with that of USF if such engagement would result in the prohibitions of clauses (x) and/or (y) in the definition of "engage in a business competitive with that of USF" having an impact within a twenty (20) mile radius of any USF business location(s) or Club(s) (other than the business location(s) or Club(s) subject to the immediately preceding clauses (i) and (ii)), measured from the front door of such location or Club;

(iv) during the period that Employee is employed by Employer, Employee will not (except as required in the course of, or within the scope of, Employee's employment relationship with Employer and the performance by Employee of Employee's obligations, duties, and responsibilities relating thereto), at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, sell or provide any services included in the Core Business to any person, organization, business, association, company, or other legal entity that Employee knows or has reason to know (whether based on reasonable inquiry or otherwise) is or was, either at such time or at any time during the one (1) year period immediately preceding such time, a member or other customer or client of any Club; provided that it is understood and agreed that the restrictions in this Paragraph 5(a)(iv) shall not extend to the sale or provision of any services included in the Core Business to any such member, customer, or client who responds to general advertising, solicitations, and/or promotions directed at the general public so long as such general advertising, solicitation, and/or promotion does not specifically name USF or a Club or otherwise target recruitment of members or other customers or clients of any Club as a discrete group;

(v) during the period that Employee is employed by Employer, Employee will not (except as required in the course of, or within the scope of, Employee's employment relationship with Employer and the performance by Employee of Employee's obligations, duties, and responsibilities relating thereto), at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, sell or provide any services included in the Core Business to any person, organization, business, association, company, or other legal entity that Employee knows or has reason to know (whether based on reasonable inquiry or otherwise) is or was, either at such time or at any time during the one (1) year period immediately preceding such time, a Prospective Customer; provided that it is understood and agreed that the restrictions in this Paragraph 5(a)(v) shall not extend to the sale or provision of any services included in the Core Business to any Prospective Customer who responds to general advertising, solicitations, and/or promotions directed at the general public so long as such general advertising, solicitation, and/or promotion does not specifically name USF or a Club or otherwise target recruitment of any Prospective Customers as a discrete group;

(vi) for a period of one (1) year commencing on the date on which Employee's employment relationship with Employer is terminated (for any reason or no reason) (such date, the "Termination Date"), Employee will not at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, engage in a business competitive with that of USF if such engagement would result in the prohibitions of clauses (x) and/or (y) in the definition of "engage in a business competitive with that of USF" having an impact within a twenty (20) mile radius of the specific USF business location(s) or Club(s) where Employee worked, or that were within Employee's scope of responsibility, immediately prior to the Termination Date (measured from the front door of such location or Club);

(vii) for a period of one (1) year commencing on the Termination Date, Employee will not at any time, directly or indirectly, for himself or for, through, on behalf of, or in

conjunction with any person, organization, business, association, company, or other legal entity, engage in a business competitive with that of USF if such engagement would result in the prohibitions of clauses (x) and/or (y) in the definition of "engage in a business competitive with that of USF" having an impact within a twenty (20) mile radius of any USF business location(s) or Club(s) (other than the specific business location(s) or Club(s) subject to the immediately preceding clause (vi)) where Employee worked, or that were within Employee's scope of responsibility, at any time prior to the Termination Date (measured from the front door of such location or Club);

(viii) for a period of one (1) year commencing on the Termination Date, Employee will not at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, engage in a business competitive with that of USF if such engagement would result in the prohibitions of clauses (x) and/or (y) in the definition of "engage in a business competitive with that of USF" having an impact within a twenty (20) mile radius of any USF business location(s) or Club(s) (other than any business location(s) or Club(s) subject to the immediately preceding clauses (vi) and (vii)), measured from the front door of such location or Club;

(ix) for a period of one (1) year commencing on the Termination Date, Employee will not, at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, sell or provide any services included in the Core Business to any person, organization, business, association, company, or other legal entity that Employee knows or has reason to know (whether based on reasonable inquiry or otherwise) is or was, on the Termination Date or at any time during the one (1) year period immediately preceding the Termination Date, a member or other customer or client of any Club; *provided that* it is understood and agreed that the restrictions in this Paragraph 5(a)(ix) shall not extend to the sale or provision of any services included in the Core Business to any such member, customer, or client who responds to general advertising, solicitations, and/or promotions directed at the general public so long as such general advertising, solicitation, and/or promotion does not specifically name USF or a Club or otherwise target recruitment of members or other customers or clients of any Club as a discrete group; and/or

(x) for a period of one (1) year commencing on the Termination Date, Employee will not, at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, sell or provide any services included in the Core Business to any person, organization, business, association, company, or other legal entity that is or was, on the Termination Date or at any time during the one (1) year period immediately preceding the Termination Date, a Prospective Customer; *provided that* it is understood and agreed that the restrictions in this Paragraph 5(a)(x) shall not extend to the sale or provision of any services included in the Core Business to a Prospective Customer who responds to general advertising, solicitations, and/or promotions directed at the general public so long as such general advertising, solicitation, and/or promotion does not specifically name USF or a Club or otherwise target recruitment of any Prospective Customers as a discrete group.

(b) Employee agrees that during the period that Employee is employed by Employer, Employee will not (except as required in the course of, or within the scope of, Employee's employment relationship with Employer and the performance by Employee of Employee's obligations, duties, and responsibilities relating thereto), at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, solicit the business of any person, organization, business, association, company, or other legal entity that Employee

knows or has reason to know (whether based on reasonable inquiry or otherwise) is or was, either at such time or at any time during the one (1) year period immediately preceding such time, a member or other customer or client of any Club if the purpose of such solicitation is to sell or provide to such member, customer, or client any services included in the Core Business; provided that it is understood and agreed that the restrictions in this Paragraph 5(b) shall not extend to the solicitation of any such member, customer, or client who responds to a general solicitation directed at the general public so long as such general solicitation does not specifically name USF or a Club or otherwise target recruitment of members or other customers or clients of any Club as a discrete group.

(c) Employee agrees that during the period that Employee is employed by Employer, Employee will not (except as required in the course of, or within the scope of, Employee's employment relationship with Employer and the performance by Employee of Employee's obligations, duties, and responsibilities relating thereto), at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, solicit the business of any person, organization, business, association, company, or other legal entity that Employee knows or has reason to know (whether based on reasonable inquiry or otherwise) is or was, either at such time or at any time during the one (1) year period immediately preceding such time, a Prospective Customer if the purpose of such solicitation is to sell or provide to such Prospective Customer any services included in the Core Business; provided that it is understood and agreed that the restrictions in this Paragraph 5(c) shall not extend to the solicitation of a Prospective Customer who responds to a general solicitation directed at the general public so long as such general solicitation does not specifically name USF or a Club or otherwise target recruitment of any Prospective Customers as a discrete group.

(d) Employee agrees that for a period of one (1) year commencing on the Termination Date, Employee will not, at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, solicit the business of any person, organization, business, association, company, or other legal entity that Employee knows or has reason to know (whether based on reasonable inquiry or otherwise) is or was, either on the Termination Date or at any time during the one (1) year period immediately preceding the Termination Date, a member or other customer or client of any Club if the purpose of such solicitation is to sell or provide to such member, customer, or client any services included in the Core Business; provided that it is understood and agreed that the restrictions in this Paragraph 5(d) shall not extend to the solicitation of any such member, customer, or client who responds to a general solicitation directed at the general public so long as such general solicitation does not specifically name USF or a Club or otherwise target recruitment of members or other customers or clients of any Club as a discrete group.

(e) Employee agrees that for a period of one (1) year commencing on the Termination Date, Employee will not, at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, solicit the business of any person, organization, business, association, company, or other legal entity that Employee knows or has reason to know (whether based on reasonable inquiry or otherwise) is or was, either on the Termination Date or at any time during the one (1) year period immediately preceding the Termination Date, a Prospective Customer if the purpose of such solicitation is to sell or provide to such Prospective Customer any services included in the Core Business; provided that it is understood and agreed that the restrictions in this Paragraph 5(e) shall not extend to the solicitation of a Prospective Customer who responds to a general solicitation directed at the general public so long as such general solicitation does not specifically name USF or a Club or otherwise target recruitment of any Prospective Customers as a discrete group.

(f) Employee agrees that during the period that Employee is employed by Employer, Employee will not, at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, solicit any person who is, at such time, an employee or independent contractor of USF to terminate their employment or other contractual arrangements with USF.

(g) Employee agrees that during the period that Employee is employed by Employer, Employee will not, at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, in any way, directly or indirectly, cause or encourage any person who is, at such time, an employee or independent contractor of USF to engage in any activity of the type prohibited under this Agreement.

(h) Employee agrees that for a period of one (1) year commencing on the Termination Date, Employee will not, at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, solicit any person who is, at such time, an employee or independent contractor of USF to terminate their employment or other contractual arrangements with USF; provided that it is understood and agreed that the restrictions in this Paragraph 5(h) shall not extend to the solicitation of any such employee or independent contractor who responds to a general solicitation directed at the general public so long as such general solicitation does not specifically name USF or a Club or otherwise target recruitment of any employees or independent contractors of USF as a discrete group.

(i) Employee agrees that for a period of one (1) year commencing on the Termination Date, Employee will not, at any time, directly or indirectly, for himself or for, through, on behalf of, or in conjunction with any person, organization, business, association, company, or other legal entity, in any way, directly or indirectly, cause or encourage any person who is, at such time, an employee or independent contractor of USF to engage in any activity of the type prohibited under this Agreement.

(j) As used in this Agreement, the term (i) "Competing Business" shall mean a business (including, without limitation, a health club, fitness club, racquet club, exercise club, and/or other business that offers personal training services or other health, wellness, fitness, and/or exercise classes or programs (including, without limitation, pilates, yoga, spinning, and the like)) that sells or provides any services included in the Core Business; (ii) "engage in a business competitive with that of USF" shall mean directly or indirectly owning, managing, or operating, or serving as an employee, independent contractor, consultant, partner, principal, agent, representative, equity holder, or in any other individual, corporate, or other representative capacity for, a Competing Business if such relationship (irrespective of job title or other characterization or interest) results in (x) Employee competing with the business or business interests of USF (as such business or business interests relate to any services included in the Core Business) by providing or selling any services included in the Core Business for the benefit of such Competing Business, and/or (y) the use by Employee, for the benefit of such Competing Business, of Employee's knowledge, talents, skills, and/or experience (as they relate to any services included in the Core Business) in a manner competitive with USF's business or business interests (as such business or business interests relate to any services included in the Core Business); (iii) "Core Business" shall mean the right of use of (and/or participation in) and/or access to the use of (and/or participation in) any of the following (or any combination thereof): (a) cardiovascular and/or strength-training fitness and/or exercise equipment; (b) swimming pools; (c) basketball courts, volleyball courts, and/or any other courts used for similar activities; (d) racquetball courts, tennis courts, squash courts, and/or any other courts used for racquet sports; (e) running and/or walking tracks; (f) personal training services; and (g) health, wellness, fitness, and/or exercise classes or programs (including, without limitation, pilates, yoga, spinning, and the like); and (iv) "Prospective Customer" shall mean, at any time, any person, organization, business, association, company, or other legal entity that is, at such time (x) either known to Employee or of whom/which Employee has reason to know (whether based on reasonable inquiry or otherwise), and (y) identified as, in any data maintained by USF and to which Employee had access or was given access, a past or prospective member or other past or prospective customer or past or prospective client of USF or a Club with respect to any services included in the Core Business. The term "Competing Business" shall not include any business owned, managed, or operated by USF or a Club. The term "Core Business" shall not include the sale of any equipment used in connection with the Core Business.

(k) Employee acknowledges that in the event Employee's employment with Employer terminates (for any reason or no reason), Employee will be able to earn a livelihood without violating the restrictions contained in this Agreement (including, without limitation, the restrictions set forth in Paragraphs 4 and 5 of this Agreement) and that Employee's ability to earn a livelihood without violating such restrictions is a material condition to Employee's employment with Employer.

(l) Employee represents and warrants that Employee is not now under any obligation to any person, organization, business, association, company, or other legal entity, nor has any other interest which is inconsistent with or in conflict with this Agreement, which would prevent, limit, or impair in any way the performance by Employee of any of the covenants herein or any duties of Employee's employment, and Employee shall indemnify and hold harmless USF from any claim, loss, damage, cost, or liability (including, without limitation, court costs, collection costs, reasonable attorneys' fees, costs, and expenses, litigation costs, and judgment enforcement costs) incurred by USF in connection with, or as a result of, a breach by Employee of Employee's representations and warranties as set forth in this Paragraph 5(l) (including, without limitation, on account of Employee's employment with Employer).

Notwithstanding anything set forth in this Agreement, USF acknowledges and agrees that Employee shall not be prohibited from directly or indirectly owning, managing, or operating, or serving as an employee, independent contractor, consultant, partner, principal, agent, representative, equity holder, or in any other individual, corporate, and/or other representative capacity for, a Competing Business if such relationship (irrespective of job title or other characterization or interest) would not result in Employee competing with the business or business interests of USF (as such business or business interests relate to any services included in the Core Business) for the benefit of such Competing Business and/or would not require the use by Employee, for the benefit of such Competing Business, of Employee's knowledge, talents, skills, and/or experience (as they relate to any services included in the Core Business) in a manner competitive to USF's business and/or business interests (as such business or business interests relate to any services included in the Core Business).

In the event Employer notifies Employee that Employee is in breach of or has otherwise violated (1) any of clauses (iv) through (x), inclusive, in Paragraph 5(a) above; (2) Paragraph 5(b) above; (3) Paragraph 5(c) above; (4) Paragraph 5(d) above; (5) Paragraph 5(e) above; (6) Paragraph 5(h) above; and/or (7) Paragraph 5(i) above, then the one (1) year period specified in the applicable clause(s) or Paragraph(s) so breached or violated (each a "Breached Provision") shall commence as of the date on which Employee ceases to be in breach or other violation thereof and shall continue until such one (1) year period has expired; *provided, however*, if Employee further breaches or violates a Breached Provision during such one (1) year period then such one (1) year period shall be reset to commence as of the date on which such subsequent breach or violation ceases.

6. Assignment of Work Product.

(a) Any and all right, title, or interest that Employee may have in any designs, inventions, original works of authorship, innovations, improvements, developments, modifications, know-how, technology, processes, systems, procedures, policies, training or other health, wellness, fitness, and/or exercise classes, programs, or materials, management reports, employee reports and memoranda, member or other customer or client lists and contact information, marketing plans, pricing policies, and/or any other trade secrets and confidential information, in each case whether or not patentable, that Employee conceived, reduced to practice, devised, developed, or incorporated in USF's products or services, either alone or jointly, or to which Employee otherwise contributed during the term of Employee's employment, insofar as it may directly or indirectly relate to or arise out of employment with USF or the use of USF resources (collectively, together with all products and proceeds thereof, "Company Work Product") are the sole, absolute, and exclusive property of USF, and Employee will promptly make a complete disclosure of all Company Work Product to USF. Employee hereby assigns to USF all right, title, and interest of Employee in all Company

Work Product. The term "Company Work Product" shall also include Prospective Customer lists and contact information of Prospective Customers.

(b) At the request and expense of USF, Employee will do all acts and things as may be necessary to confirm and vest the Employee's entire right, title, and interest in the Company Work Product in USF and to secure to USF full protection of the same, including, without limitation, the execution and delivery of assignments, patent and/or trademark applications, and other documents, whether during Employee's employment with USF or any time after termination of such employment (for any reason or no reason).

(c) Notwithstanding anything to the contrary in the foregoing, nothing in this Paragraph 6 shall be construed as to restrict Employee from utilizing Employee's residual knowledge base and/or professional expertise to earn a living provided such use does not violate the other provisions of this Agreement.

7. **Works Made For Hire.** All original works of authorship and other such work product which are made by Employee (solely or jointly with others) in the course of, or within the scope of, Employee's employment relationship with Employer and the performance by Employee of Employee's obligations, duties, and responsibilities relating thereto and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C. Section 101), as amended.

8. **Use of Company Property.** From time to time, USF may provide Employee with certain pieces of equipment or other items for home, travel, or other business use. Such equipment is, and shall remain, the property of USF and Employee agrees to return all such property on or before the last day of Employee's employment with Employer or immediately if USF requests that Employee return it. Employee hereby authorizes USF to deduct and retain, without notice to or consent of Employee, an aggregate amount equal to the fair market value, as determined by USF in its sole and absolute discretion, of any equipment or other items not returned by Employee from one or more payments of any nature whatsoever, including, without limitation, wages and vacation pay, owing to Employee, up to the amount of such fair market value; provided, however, that should any amount so deducted and retained be in excess of the maximum amount allowed by law, such amount shall be reduced to such maximum amount and the number of deductions increased until an amount equal to such fair market value has been paid in full. Employee will remain liable for any amount which cannot be collected in this manner, and Employee will pay to USF, to the fullest extent permitted by law, all fees, costs, and expenses (including, without limitation, court costs, collection costs, reasonable attorneys' fees, costs, and expenses, litigation costs, and judgment enforcement costs) incurred by USF should USF resort to legal action to collect any such amount.

9. **Enforcement.** Employee agrees that in the event of a breach or threatened breach by Employee of this Agreement (including, without limitation, Paragraphs 4 and 5 of this Agreement), USF's remedies at law would be inadequate. In addition to and not in limitation of any other rights, remedies, or damages available to USF under this Agreement or at law or in equity, USF shall be entitled to an injunction (without bond or other security being required), either temporary or permanent, against Employee in any suit in equity brought for the purpose of restraining Employee from violating any of the provisions or covenants set forth in this Agreement. The existence of any claim or cause of action that Employee may have against USF, whether predicted upon a breach of any part of this Agreement by USF or otherwise, shall not constitute a defense to the enforcement by USF of any of the covenants contained in this Agreement upon the part of Employee to be performed, including, without limiting the generality of the foregoing, the obligations of Employee set forth in Paragraphs 4 and 5 of this Agreement.

Employee shall pay to USF all fees, costs, and expenses (including, without limitation, court costs, collection costs, reasonable attorneys' fees, costs, and expenses, litigation costs, and judgment enforcement costs) incurred by USF in connection with the enforcement and/or protection of its rights under this Agreement, to the fullest extent permitted by law.

10. **Assignment.** This Agreement (including, without limitation, the prohibition against the disclosure of trade secrets and confidential information and the prohibition against competition and solicitation (as set forth in Paragraphs 4 and 5 of this Agreement)) is assignable by USF without notice to or consent of Employee. USF's rights and obligations under this Agreement shall inure to the benefit of and be binding upon USF and USF's successor and assigns.

11. **Invalidity of Provisions.** If any covenant or other provision, or part thereof, of this Agreement is invalid, illegal, or incapable of being enforced, by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein. If, moreover, any provision of this Agreement, or part thereof, shall for any reason be held to be excessively broad as to time, geographical scope, function, activity, or subject, it shall be deemed amended to the extent necessary for such provision to be held valid and enforceable.

12. **Choice of Law.** The parties hereto agree that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia without giving effect to its conflict of laws provisions. The parties hereto agree that any dispute arising under, in connection with, or relating to this Agreement shall be tried before a single judge sitting without a jury, and that the General District and Circuit Courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as applicable, are the proper venue for any litigation of such dispute and that any such litigation shall be conducted in that venue. The parties hereto consent to the jurisdiction of said Courts.

13. **Amendments; Waiver.** Neither this Agreement nor any provision hereof may be waived, amended, or modified except pursuant to an agreement in writing executed by Employee and Employer. Each such waiver shall be effective only in the specific instance and for the purpose for which given. No failure or delay by USF in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, or power, or any abandonment or discontinuance of steps to enforce such a right, remedy, or power, preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers of USF under this Agreement are cumulative and are not exclusive of any rights, remedies, or powers that it would otherwise have.

14. **Employee's Representations.** Employee represents that Employee has either consulted with an attorney or has been given an opportunity to consult with an attorney with respect to the terms and provisions of this Agreement. By his signature below, Employee represents and warrants to USF that (a) Employee has read, understood, and agreed to abide by the provisions of this Agreement, (b) this Agreement is binding on and enforceable against Employee in accordance with its terms, and (c) Employee is entering into, and has executed and delivered, this Agreement knowingly and voluntarily.

IN WITNESS WHEREOF, Employee has executed and delivered this Agreement as of the date first set forth above.

Employee:

(signature)
Name: Maz Movahed