

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mountainside Fitness Acquisitions, LLC		03/24/2017	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Pleasanton Fitness, LLC		
Street Address:	101 E. Vineyard Ave., Suite 201		
City:	Livermore		
State/Country:	CALIFORNIA		
Postal Code:	94550		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85950624	FIT REPUBLIC BY MOUNTAINSIDE FITNESS	
CORRESPONDENCE DATA			
Fax Number:	4155177449		
<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:	4155177449		
Email:	markp@punzalanlaw.com		
Correspondent Name:	Mark Punzalan		
Address Line 1:	600 allerton street suite 200		
Address Line 4:	redwood city, CALIFORNIA 94063		
NAME OF SUBMITTER:	Mark Punzalan		
SIGNATURE:	/Mark Punzalan/		
DATE SIGNED:	06/14/2017		
Total Attachments: 3			
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OP \$40.00 85950624

EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), effective as of March 24th 2017 (the "Effective Date"), is made by Mountainside Fitness Acquisitions, LLC ("Assignor") and Pleasanton Fitness, LLC, d/b/a Fitness Evolution ("Assignee"). Assignor and Assignee may each be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Assignor is the owner of all right, title, and interest in and to the FIT REPUBLIC trademarks and service marks (the "Marks") for use for and in connection with various goods and services;

WHEREAS, Assignor is the owner of the following U.S. Registrations ("the Registration") for the Marks:

Reg. No.	Word Mark	Goods or Services
4,653,718	FIT REPUBLIC BY MOUNTAINSIDE FITNESS	Conducting fitness classes; Counseling services in the field of physical fitness; Health club services, namely, providing instruction and equipment in the field of physical exercise; Personal fitness training services and consultancy; Personal fitness training services featuring aerobic and anaerobic activities combined with resistance and flexibility training; Personal training provided in connection with weight loss and exercise programs; Physical education services; Physical fitness conditioning classes; Physical fitness consultation; Physical fitness instruction; Physical fitness studio services, namely, providing exercise classes, body sculpting classes, and group fitness classes; Physical fitness studio services, namely, providing group exercise instruction, equipment, and facilities; Physical fitness training of individuals and groups; Physical fitness training services; Providing assistance, personal training and physical fitness consultation to corporate clients to help their employees make physical fitness, strength, conditioning, and exercise alterations in their daily living; Providing assistance, personal training and physical fitness consultation to individuals to help them make physical fitness, strength, conditioning, and exercise improvement in their daily living; Providing facilities for physical fitness training; Providing fitness and exercise

		facilities; Providing information on physical exercise; Providing physical fitness and exercise service, namely, indoor cycling and yoga instruction.
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WHEREAS, Assignee wishes to obtain all of Assignor's right, title, and interest in and to the Marks;

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. (a) Assignor agrees to assign and hereby does assign, transfer, grant, pledge, sell, and convey to Assignee: (i) all Assignor's worldwide right, title and interest in and to the Marks, including all rights in the Marks arising by federal registration and common law, including all rights in logos, scripts, and trade dress associated with the Marks, along with all goodwill associated with the Marks; (ii) all Assignor's right, title and interest in and to the above listed Registration and any and all other registrations for the Marks; (iii) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (iv) all income, royalties, and damages that become due or payable to Assignors with respect to the Marks, including damages and payments for past or future infringements and misappropriations of the Marks.
2. Assignor agrees and covenants to sign and deliver to Assignee any and all further papers and do any and all further acts reasonably necessary to document and/or effectuate, confirm, or evidence this assignment or any part or aspect thereof and to

fully vest in Assignee all right, title, and interest in and to the Marks and Registrations.

- 3. Assignor covenants with Assignee, its successors, assigns and legal representatives, that Assignors have not entered into and will not enter into any Agreement, express or implied, for the further conveyance, transfer, assignment, grant, promise, pledge, or lien, affecting or pertaining to the rights, interests, or properties herein conveyed, and that the full, complete, unencumbered, unrestricted, and unlimited right to assign, transfer, convey, or otherwise dispose of the same has been and is now possessed by Assignor.

IN WITNESS THEREOF, the Parties hereto, with the intent to be legally bound hereby, have caused this Assignment to be duly executed as of the date set forth below each party's signature.

FITNESS EVOLUTION

By: [Signature]
 Name: S. Chopt
 Date: 3.24.17

MOUNTAINSIDE

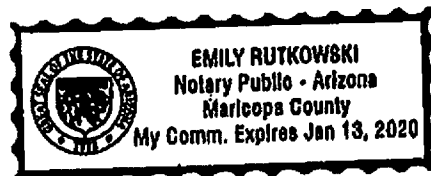
By: [Signature]
 Name: Tom Hatten
 Date: 3/24/17

ACKNOWLEDGMENT

State of Arizona County of Maricopa

On March 24th, 2017 before me, Tom Hatten Manager
 (insert name and title of the officer) personally appeared _____,
 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 Arizona that the
 foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Emily Rutkowski (Seal)



TRADEMARK