

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442864

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Furthermore Holdings Sub LLC		06/30/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Furthermore LLC		
<b>Street Address:</b>	895 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5019361	FURTHERMORE	
<b>Serial Number:</b>	86681698	FURTHERMORE	
<b>Serial Number:</b>	86977735	FURTHERMORE	
<b>Serial Number:</b>	87418443	FURTHERMORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>	312-368-4000		
<b>Email:</b>	deanne.vannatta@dlapiper.com		
<b>Correspondent Name:</b>	Keith W. Medansky		
<b>Address Line 1:</b>	DLA Piper LLP (US)		
<b>Address Line 2:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>NAME OF SUBMITTER:</b>	Keith W. Medansky		
<b>SIGNATURE:</b>	/keith medansky/		
<b>DATE SIGNED:</b>	09/12/2017		
<b>Total Attachments: 5</b>			

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of June 30, 2017, is by and between Furthermore Holdings Sub LLC, a Delaware limited liability company (the "Assignor"), and Furthermore LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Contribution Agreement (defined below).

WHEREAS, Pursuant to that certain Contribution Agreement entered into between the parties and dated concurrently herewith (the "Contribution Agreement"), Assignee has acquired and accepted all of Transferor's right, title and interest in and to the Assets which assets constitute all of the assets of the ongoing and existing business to which the FURTHERMORE mark and brand pertains (the "Business"), including without limitation the Intellectual Property Assets (as defined below); and

WHEREAS, Assignor has agreed to contribute, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, contributes, transfers, assigns, conveys and delivers to Assignee any and all of Assignor's worldwide right, title and interest in and to, including without all common law, statutory and other rights in and to and all registrations and registration applications relating to, all Business Intellectual Property (as defined below), together with any and all (i) goodwill related to, arising out of or resulting from the Business associated with the use of or symbolized by the Business Intellectual Property; (ii) contracts related to the Business Intellectual Property; (iii) rights and privileges to maintain and pursue enforceable rights in the Business Intellectual Property; and (iv) rights to any and all proceeds, benefits, privileges, causes of action and remedies relating to the Business Intellectual Property, including without limitation rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Business Intellectual Property against any third party and rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Business Intellectual Property (collectively, the "Intellectual Property Assets"). For purposes of this Agreement, "Business Intellectual Property" means trademarks, service marks, logos, symbols, trade dress, designs, slogans, domain names, metatags, and keywords, copyrights, works of authorship, content, images, photographs, audiovisual materials, articles, recipes, concepts, patents, inventions, data, software, technologies, tools, plans, drawings, trade secrets, know-how and other materials and intellectual property which, as of the date hereof, were created or developed by or for, or primarily relate to, arise out of or result from, the Business and its predecessor businesses, including without limitation the Intellectual Property described in Schedule 1.

2. Recordation. Assignor and Assignee acknowledge and agree that Assignee shall have the right, but not the obligation, to record this Assignment with any governmental entity, as may be required, customary or otherwise desirable to further the purposes of this Assignment and the assignment of Intellectual Property Assets hereunder.

3. Complete Assignment. The assignment of Intellectual Property Assets hereunder is and shall be deemed an assignment to a successor of the portion of the ongoing and existing business to which the FURTHERMORE mark pertains within the meaning of 15 U.S.C. § 1060(a).

4. Further Assurances. Assignor agrees to execute any and all other or additional instruments of transfer, assignment, assumption or novation, and to perform such other acts in respect of the Intellectual Property Assets, as may be reasonably requested by Assignee in order to further the purposes of this Assignment and the assignment of Intellectual Property Assets hereunder, including without limitation by executing and/or filing any applicable forms of assignment or consent necessary for filing before the U.S. Patent and Trademark Office, U.S. Copyright Office, equivalent offices in foreign jurisdictions and domain name registrars, as well as executing any associated Powers of Attorney necessary for Assignee to act on Assignor's behalf for the purposes of making such filings. To the extent the assignment of any particular Intellectual Property Asset would render such Intellectual Property Asset invalid or unenforceable, such Intellectual Property Asset shall be deemed not to have been assigned and shall be deemed retained by Assignor for the benefit of Assignee.

5. Severability. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Assignment shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Amendment and Modification; Waiver. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the date first set forth above.

**ASSIGNOR**

FURTHERMORE HOLDINGS SUB LLC  
by Equinox Holdings, Inc., its sole member

By: Paul J. Tizik  
Name: Paul J. Tizik  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

**ASSIGNEE**

FURTHERMORE LLC  
by Furthermore Holdings Sub LLC, its sole  
member  
by Equinox Holdings, Inc., as the sole member  
of Furthermore Holdings Sub LLC

By: Paul J. Tizik  
Name: Paul J. Tizik  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

**ASSIGNED INTELLECTUAL PROPERTY ASSETS****Trademark Registrations and Applications:**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>
FURTHERMORE	Canada	(1736042)	(07/07/2015)
FURTHERMORE	United States	5,019,361	08/09/2016
FURTHERMORE	United States	(86/681,698)	(07/02/2015)
FURTHERMORE	United States	(86/977,735)	(07/02/2015)
FURTHERMORE	United States	(87/418,443)	(04/20/2017)
FURTHERMORE	United Kingdom	00003117059	10/09/2015
FURTHERMORE	United Kingdom	00003123816	11/20/2015

**Unregistered Trademarks:**

GO FURTHER. WANT MORE.

FURTHERMORE

**Domain Names:**

furthermore.com  
 furthermorecafe.com  
 furthermoreag.com  
 furthermoreshop.com  
 gofurtherwantmore.com  
 readfurthermore.com  
 shopfurthermore.com

**Social Media Accounts:**

Facebook: @furthermoreag  
 Instagram: @furthermore  
 Twitter: @furthermore  
 Pinterest: @furthermore

YouTube: Pursuant to Section 4 (Further Assurances), promptly after the Contribution Date the parties will work together in good faith to transfer any YouTube accounts and assets associated with the Business from Assignor to Assignee.

**Works of Authorship:** All articles, photographs, slideshows, videos and other audiovisual materials created, produced or developed by or for the Business and its predecessor businesses.