

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evan Scher		12/08/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Beachbody, LLC		
Street Address:	3301 Exposition Blvd		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4711347	BEACH BAR	
CORRESPONDENCE DATA			
Fax Number:	2157012273		
<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:	215-665-7273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	Cozen O'Connor		
Address Line 2:	1650 Market Street, Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Camille M. Miller		
SIGNATURE:	/Camille M. Miller/		
DATE SIGNED:	12/11/2017		
Total Attachments: 5			
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OP \$40.00 4711347

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Assignment**") is by and between Evan Scher, an individual with an address at c/o 3301 Exposition Blvd., Santa Monica, CA 90404 ("**Assignor**") and Beachbody, LLC, a Delaware limited liability company with an address at 3301 Exposition Blvd., Santa Monica, CA 90404 ("**Assignee**") and is entered into as of December 7, 2017 (the "**Effective Date**"). Assignor and Assignee are referred to herein as the "**Parties**" and, each, a "**Party**".

Recitals

WHEREAS, Assignor is the owner of all right, title and interest, including all intellectual property rights (including trademark/service mark rights and all goodwill symbolized thereby), in and to the trademark described in Appendix A (referred to herein as the "**Trademark**") and Assignor has agreed to sell, transfer and convey all rights, title and interest in and to the Trademark to Assignee, subject to the terms and conditions herein.

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

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all rights, title and interest in and to the Trademark including, but not limited to,
 - a. all intellectual property rights, including trademark/service mark rights, therein, and all goodwill associated with the foregoing or symbolized thereby, whether registered, unregistered, or arising by any applicable law of any jurisdiction throughout the world;
 - b. any and all applications for registration of such trademarks or service marks, registrations, extensions and renewals therefor and any related proprietary rights, interests and protections; and
 - c. any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing, including the right to sue for and recover all profits and damages recoverable for the past, present and/or future infringement or misappropriation of said Trademark and the right to file, maintain and secure trademark and service mark applications and registration(s) in Assignee's name as claimant and maintain and secure registrations, renewals, reissues, and extensions of any such trademarks and service marks in the United States of America or any other country;

such Trademark to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Payment. Assignee agrees to pay to Assignor the sum of One Dollar (USD \$1.00) no later than ten (10) business days after the date of complete execution of this Assignment, such payment to be made pursuant to a method to be mutually and reasonably agreed upon by the Parties.

3. Future Applications/Registration. Assignee, in its sole discretion, shall determine whether the Trademark shall be preserved and maintained or registered in the United States of America or any other country.

4. Further Assurances. Assignor agrees to execute any documents and take all commercially reasonable measures that may be necessary to perfect Assignee's ownership of or to protect and maintain the Assignee's rights in and to the Trademark, including any intellectual property rights therein and registrations thereof, without further compensation by Assignee.

5. Representations and Warranties. Assignor represents and warrants that

a. it owns all rights, title and interest in and to the Trademark including, but not limited to, all intellectual property rights in and to the Trademark, free and clear of all liens, security interests and other encumbrances;

b. no other person or entity owns or has been licensed (exclusively or non-exclusively) or granted any rights in and to the Trademark;

c. to Assignor's knowledge, the Trademark does not infringe upon, misappropriate or violate the rights, including intellectual property rights, of any person or entity; and

d. to Assignor's knowledge, no person or entity has infringed, misappropriated or otherwise violated or is infringing, misappropriating or otherwise violating, any rights in and to the Trademark.

6. Indemnification. Assignor hereby agrees to indemnify, defend and hold harmless Assignee and Assignee's parents, subsidiaries, affiliates, successors and assigns, and its and their respective employees, directors, officers, executives, agents, representatives, contractors (including licensees) and members (each an "**Assignee Indemnified Party**"), from and against any and all losses, liabilities, causes, claims, judgments, settlements, damages, costs and expenses (including attorney's fees and costs) arising from or under or relating to any claim or assertion by any person or entity that the Trademark infringes upon, misappropriates or otherwise violates the rights, including intellectual property rights, of any person or entity. Notwithstanding anything in this Section 7, Assignor, in fulfilling its indemnification obligations hereunder, may not enter into any settlement or other agreement on behalf of Assignee or any Assignee Indemnified Party without, respectively, Assignee's or such Assignee Indemnified Party's prior written consent.

7. Entire Agreement. This Assignment constitutes the sole and entire agreement of the Parties with respect to the subject matter herein and supersedes all contemporaneous and prior understandings and agreements, written and oral, with respect to such subject matter.

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

9. 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. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail in .pdf format has the same effect as delivery of an executed original of this Agreement.

10. Severability. If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. If it is determined that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Assignment to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Governing Law and Venue. This Assignment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Assignment, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of California, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Assignment and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than the U.S. District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles County, California, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the U.S. District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles County, California. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

The rest of this page is intentionally left blank; the signature page follows.

IN WITNESS WHEREOF, the Parties, by their duly authorized executives, as appropriate, have executed and delivered this Assignment as of the dates set forth below:

Assignor:

Evan Scher

DATE: DECEMBER 8, 2017

By: Evan Scher

Print Name: EVAN SCHER

Assignee:

Beachbody, LLC

DATE: December 8, 2017

By: Jonathan Helfel

Print Name: Jonathan Helfel

Title: Chief Legal Officer

APPENDIX A

The term "Trademark" shall mean the trademark below, and all goodwill symbolized thereby or associated therewith:

TRADEMARK

Word Mark	BEACH BAR
Goods and Services	IC 029. US 046. G & S: Fruit and nut based snack bars; fruit-based snack bars; nut-based snack bars. FIRST USE: 20140902. FIRST USE IN COMMERCE: 20140902
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86346242
Filing Date	July 23, 2014
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	January 13, 2015
Registration Number	4711347
Registration Date	March 31, 2015
Owner	(REGISTRANT) Culinary Enlightenment, LLC LIMITED LIABILITY COMPANY CALIFORNIA 281 Argonne Ave. Long Beach CALIFORNIA 90803 (LAST LISTED OWNER) SCHER, EVAN INDIVIDUAL UNITED STATES 3301 EXPOSITION BLVD SANTA MONICA CALIFORNIA 90404
Assignment Recorded	ASSIGNMENT RECORDED
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE