

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456883

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Row House Holdings, Inc. | | 12/08/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Row House Franchise, LLC | | |
| Street Address: | 3185 Pullman St. | | |
| City: | Costa Mesa | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91311 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4939334 | THOSE WHO KNOW ROW | |
| Registration Number: | 4540112 | ROW HOUSE | |
| 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: | 2138915031 | | |
| Email: | trademark@buchalter.com | | |
| Correspondent Name: | Jessie Reider, CA Bar 237113 | | |
| Address Line 1: | 1000 Wilshire Blvd., Suite 1500 | | |
| Address Line 2: | Buchalter | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90017 | | |
| NAME OF SUBMITTER: | Jessie K Reider, CA Bar No. 237113 | | |
| SIGNATURE: | /jkr/ | | |
| DATE SIGNED: | 01/04/2018 | | |
| Total Attachments: 4 | | | |
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CH \$65.00 4939334

TRADEMARK ASSIGNMENT

WHEREAS, on the one hand, **Row House Holdings, Inc.**, a Delaware corporation (“Assignor”) who has an address of 269 W 23rd St., New York, New York 10011, owns, has used in its business and/or has rights, title and/or interest in all of the trademarks and the trademark registration identified in Exhibit A herein, attached hereto and incorporated by this reference, and the goodwill symbolized by the trademarks and all common law rights thereto (hereinafter collectively the “Marks”);

WHEREAS, on the other hand, **Row House Franchise, LLC**, a Delaware limited liability company with an address of 3185 Pullman St., Costa Mesa, California 91311 (“Assignee” and together with Assignor, the “Parties”) desires to acquire by formal, recordable assignment the entire right, title and interest in and to the Marks, all common law rights in and to the Marks, as well as the goodwill symbolized by the Marks, and all on-going and existing business associated with the Marks, pursuant to the terms and subject to the conditions of that certain Asset Purchase Agreement, dated as of December 8, 2017, by and among Assignor, Assignee and the other parties thereto (the “Purchase Agreement”); and

WHEREAS the Parties desire to memorialize the assignment of the Marks and all common law rights in and to the Marks, together with the goodwill of the business symbolized therein, all on-going and existing business associated with the Marks and all common law rights relating thereto, and all rights to recover for past infringement.

NOW THEREFORE, in consideration of the mutual agreements and covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right title and interest in and to the Marks and all common law rights in and to the Marks, together with the goodwill symbolized by the Marks, all on-going and existing business associated with the Marks and all common law rights relating thereto.


Notwithstanding anything herein to the contrary, nothing herein, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern. This assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

****Signature Page Follows****

AGREED TO AND ACCEPTED BY ASSIGNOR:

Dated: 12/8/17

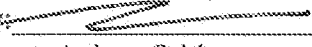
**Row House Holdings, Inc., a Delaware
corporation**

By: 
Name: Debra Strougo
Title: Chief Executive Officer and Secretary

AGREED TO AND ACCEPTED BY ASSIGNEE:

Dated: 12/8/17

Row House Franchise, LLC
a Delaware limited liability company

By: 
Name: Anthony Geisler
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT (ROW HOUSE)]

TRADEMARK
REEL: 006243 FRAME: 0530

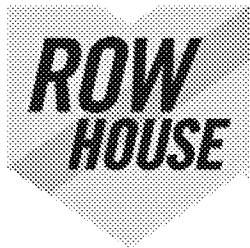
EXHIBIT A

MARKS

Registered Trademarks

| <u>Country</u> | <u>Mark</u> | <u>Owner</u> | <u>No.</u> | <u>Status</u> |
|-----------------------|-----------------------|---------------------|-------------------|----------------------|
| USA | THOSE WHO KNOW ROW | Assignor | 4939334 | Registered |
| USA | ROW HOUSE | Assignor | 4540112 | Registered |

Common Law Trademarks



RH Full Body

RH HIIT

RH Sculpt

RH Restore

RH Competition

RH LAUNCH

RH Tune-Up