

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458837

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bob Roberts		09/07/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TSI Holdings (IP), Inc.		
<b>Street Address:</b>	888 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10106		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1165132	LUCILLE ROBERTS	
<b>Registration Number:</b>	1324009	LUCILLE ROBERTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	212425288		
<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>	212-425-7200		
<b>Email:</b>	tmdocketny@kenyon.com		
<b>Correspondent Name:</b>	James E. Rosini		
<b>Address Line 1:</b>	One Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	15564/276905		
<b>NAME OF SUBMITTER:</b>	James E. Rosini		
<b>SIGNATURE:</b>	/JER/		
<b>DATE SIGNED:</b>	01/22/2018		
<b>Total Attachments: 9</b>			
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## CONFIDENTIAL INTELLECTUAL PROPERTY ASSIGNMENT

This confidential intellectual property assignment ("Assignment") is by and between Bob Roberts ("Assignor"), an individual residing at 4 East 80th Street, New York, New York 10021, on the one hand, and TSI Holdings (IP), Inc. ("Assignee"), a Delaware corporation with a principal place of business at 888 Seventh Avenue, New York, New York 10106 (Assignor and Assignee referred to hereinafter individually as a "Party," and collectively as the "Parties").

### RECITALS

WHEREAS, Assignor owns all right, title, and interest in and to the U.S. Trademark Registrations (and the trademarks and service marks covered thereby) listed in Schedule A hereto (the "Registrations");

WHEREAS, Assignor owns all right, title, and interest in and to the domain name listed in Schedule B hereto (the "Domain");

WHEREAS, Assignor owns all right, title, and interest in and to the social media properties listed in Schedule C hereto (the "Social Media Properties");

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the Registrations, Domain, and Social Media Properties, as well as any and all trademark and/or service mark rights that Assignor may have in and to the marks listed in Schedule D hereto (the "Marks"); and

WHEREAS, Assignor is desirous of assigning, selling, transferring, and conveying all of its right, title, and interest in and to the Registrations, Marks (if any), Domain, and Social Media Properties to Assignee.

NOW, THEREFORE, in consideration of the premises above, the agreements, representations, and warranties below, and other good and valuable consideration (the receipt and sufficiency of which each Party expressly acknowledges), the Parties agree as follows:

### AGREEMENT

1. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Registrations, Marks (if any), Domain, and Social Media Properties (together with the goodwill of the business appurtenant to and symbolized by the Registrations, Marks, Domain, and Social Media Properties), such right, title, and interest including, without limitation:

- a. all logos associated with the marks covered by the Registrations, and the Marks;
- b. any and all additional trademarks and service marks comprised of LUCILLE ROBERTS in whole and/or in part;

- c. any and all additional social media properties that Assignor used prior to the Effective Date of this Assignment to advertise, market, and/or otherwise promote its business;
- d. all copyright-protected designs embodied within and/or used on or in connection with the marks covered by the Registrations, the Marks, and the Social Media Properties, as well as embodied within and/or used on or in connection with any additional trademark and/or service mark comprised of LUCILLE ROBERTS in whole and/or in part;
- e. all rights of registration, maintenance, renewal, protection, and enforcement of the Registrations, Marks, Domain, and Social Media Properties; and
- f. the right to profits, damages, and/or royalties due or accrued arising out of, relating to, or otherwise concerning any and all past, present, and/or future infringement or dilution of, or damage or injury to, the Registrations, Marks, Domain, and/or Social Media Properties, to be held and enjoyed by Assignee, its successors, and assigns to the same extent that such would have been held and enjoyed by Assignor had such Assignment not been made.

2. Assignor hereby authorizes Assignee, and its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registrations in connection with the Registrations (and the marks covered thereby) and the Marks, and to secure in its own name the registrations granted thereon. Assignor makes no representation that any of the Marks listed in Schedule D may be afforded any rights or protection and/or may be subject to and/or permitted to be registered for trademark and service mark registrations.

3. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee (at Assignee's out-of-pocket expenses), to effect, perfect, or evidence this Assignment, including, without limitation, the establishment, recordation, and enforcement of Assignee's rights in and to the Registrations, Marks (provided such rights exist), Domain, and Social Media Properties.

4. Assignor represents and warrants to Assignee that, except as set forth in this Assignment or as has been previously disclosed:

- a. Assignor exclusively owns all right, title, and interest in and to the Registrations, Domain, and Social Media Properties free and clear of all liens, encumbrances, security interests, and restrictions on transfer;
- b. Assignor is uncertain whether it has any right, title, or interest in and to the Marks; the foregoing notwithstanding, as set forth in paragraph 1 herein, Assignor irrevocably assigns, sells, transfers, and conveys to Assignee any and all right, title, and interest that Assignor may have in and to the Marks;

- c. Assignor has not granted and will not grant any licenses or other rights or interests in and to the Registrations, Marks, Domain, or Social Media Properties to any third party, except such rights granted to King of Prussia Pennsylvania franchisee prior to the Effective Date of this Assignment;
- d. to Assignor's knowledge, the Registrations, Marks, Domain, and Social Media Properties do not infringe or otherwise violate the rights of any third party;
- e. there are no legal actions, investigations, claims, or proceedings pending or threatened relating to, arising out of, or otherwise concerning the Registrations, Marks, Domain, or Social Media Properties; and
- f. Assignor has the rights necessary to confer all rights, titles, and interests granted to Assignee herein.

5. As of the Effective Date of this Agreement, Assignor agrees to permanently refrain from adopting, using, displaying, licensing, commercializing, attempting to register, or registering in any territory throughout the universe the marks covered by the Registrations, the Marks, the Domain, and the Social Media Properties, as well as any word, name, phrase, term, symbol, design, device (or combination thereof), trade name, domain name, or corporate name that is identical or confusingly similar to the marks covered by the Registrations, the Marks, the Domain, and the Social Media Properties, except the name "Lucille Roberts" as it describes an individual and not the LUCILLE ROBERTS trade name, trademark, and service mark assigned herein.

6. In exchange for the foregoing, Assignee agrees to release Assignor, the Kirk Roberts Trust, Kevin Roberts and the Sellers set forth in a certain asset and sale agreement dated July 13, 2017 and its corporate parent(s), subsidiaries, officers, directors, shareholders, employees, agents, attorneys, affiliated entities, trustees, beneficiaries, successors, and assigns, from any and all damages, claims and other liabilities, including, without limitation, reasonable and actual attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way relates to: (a) any claims or other actions by any third party arising out of, relating to, or otherwise concerning Assignee's ownership and/or use of the Registrations, Marks, Domain, and/or Social Media Properties from the Effective Date of this Assignment onward, and (b) Assignee's breach of any provision of this Agreement.

7. In exchange for the foregoing, Assignor agrees to indemnify, defend, and hold harmless Assignee, its corporate parent(s), subsidiaries, officers, directors, shareholders, employees, agents, attorneys, affiliated entities, successors, and assigns, from any and all damages, claims and other liabilities, including, without limitation, reasonable and actual attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way relates to: (a) any claims or other actions by any third party arising out of, relating to, or otherwise concerning Assignor's ownership and/or use of the Registrations, Marks, Domain, and/or Social Media Properties from the beginning of time until the Effective Date of this Assignment, and (b) Assignor's breach of any provision of this Agreement.

8. Assignor and Assignee recognize and acknowledge that it may be impractical or very difficult to determine or fix the amount of damages that would be sustained as a result of a breach of this Assignment by either Assignor or Assignee. Accordingly, Assignor and Assignee agree that, in the event of any such breach, the non-breaching party would suffer irreparable harm and that the entry of injunctive relief would be appropriate. Assignor and Assignee agree that the breaching party will not oppose the entry of injunctive relief upon the finding of the court of a violation of this Assignment. Assignor and Assignee further agree that monetary damages alone are not a sufficient remedy for violation of this Assignment and that the non-breaching party's remedy for a breach of this Assignment shall include specific performance of the terms set forth herein.

9. This Assignment shall inure to the benefit of, and be binding on, the Parties' successors and assigns, as well as their respective agents, attorneys, officers, directors, shareholders, employees, principals, predecessors, partners, insurers, reinsurers, and sureties.

10. This Assignment constitutes the final and entire agreement between the Parties with respect to the subject matter hereof. This Assignment supersedes all previous and contemporaneous proposals, arrangements, or understandings between the Parties with respect to the subject matter hereof. This Assignment may not be amended or modified unless mutually agreed upon in writing by the Parties, and no waiver will be effective unless signed by the Party from whom such waiver is sought. The waiver by any Party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach. This Assignment is made without reliance on any promises or representations other than those expressly contained in this Assignment.

11. The Parties agree that they will each bear their own fees, costs, and expenses incurred in connection with the negotiation and preparation of this Assignment.

12. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, without regard to its choice-of-law principles. The Parties agree that jurisdiction and venue for any dispute arising out of, relating to, or otherwise concerning this Assignment shall lie exclusively in the United States District Court for the Southern District of New York. Each Party irrevocably consents to personal jurisdiction in such venue, and hereby stipulates to the convenience of such forum.

13. If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment. This Assignment shall be deemed the joint work product of the Parties without regard to the identity of the draftsman, and any rule of construction that a document shall be interpreted or construed against the drafting Party shall not be applicable.

14. Each Party represents and warrants that:

- a. each signatory to this Assignment has the authority to enter into this Assignment on behalf of the Party for whom they signed;

- b. they have the power and authority to execute and deliver this Assignment, as well as perform their obligations thereunder; and
- c. they have not assigned, transferred, conveyed, released, discharged (voluntarily or involuntarily) any interest(s) that is the subject matter of this Assignment.

15. Each Party acknowledges they have read, understand, and approved this Assignment, and they have consulted with independent legal counsel of their choosing regarding this Assignment.

16. Each Party represents, warrants, and acknowledges that they are entering into, and executing, this Assignment voluntarily, and without any duress or undue influence. Each Party further represents, warrants, and acknowledges that they are entering into, and executing, this Assignment with the intent to be legally bound by the terms thereof.

17. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Photographic, fax, and/or scanned copies of such signed counterparts may be used in lieu of the originals of this Assignment for any purpose, and shall be deemed as effective as an original signature.

18. The "Effective Date" of this Assignment shall be the date of the last signing below.

IN WITNESS WHEREOF, the undersigned duly execute this Assignment on behalf of the Party so indicated.

Bob Roberts

TSI Holdings (IP), Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Bob Roberts

Printed Name: STEVEN M. ST...

Title: \_\_\_\_\_

Title: CC

Dated: 09/07/2017

Dated: 09/07/17

SCHEDULE A

Country	Trademark	Int. Cls.	Registration No.	Registration Date
United States of America	LUCILLE ROBERTS	41	1,165,132	August 18, 1981
United States of America	LUCILLE ROBERTS	42	1,324,009	March 12, 1985



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SCHEDULE B

1. <luclleroberts.com>

SCHEDULE C

1. Gmail: LucilleRobertsGyms@gmail.com
2. Facebook: <https://www.facebook.com/lucilleroberts>
3. Twitter: @LucilleRoberts
4. Pinterest: LucilleRoberts
5. Instagram: @LucilleRoberts
6. YouTube Lucille Roberts
7. Google+: +LucilleRoberts
8. [blog.lucilleroberts.com](http://blog.lucilleroberts.com)
9. Tumblr: LucilleRoberts

SCHEDULE D

1. LUCILLE ROBERTS (as it pertains to the business or trade name, and trademark and service mark, not the individual)
2. LUCILLE ROBERTS 15 MINUTE WORKOUT
3. LUCILLE ROBERTS EXPRESS
4. LUCILLE ROBERTS FITNESS EXPRESS
5. LUCILLE ROBERTS FITNESS STUDIO
6. LUCILLE ROBERTS FOR WOMEN BY WOMEN
7. LUCILLE ROBERTS THE WOMEN'S GYM
8. LUCILLE ROBERTS WORKOUTS FOR WOMEN
9. MORE GYM. LESS MONEY.
10. LRLIFESTYLE
11. #LRLIFESTYLE
12. LRLIFESTYLE. STRONG. SEXY. CONFIDENT.
13. #LRLIFESTYLE. STRONG. SEXY. CONFIDENT.
14. STRONG, SEXY. CONFIDENT

15. **#LR lifestyle**

16. **#LR lifestyle** strong | sexy | confident

17. strong | sexy | confident

