

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMPL Holdings, LLC		11/29/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	TSI Holdings (IP), Inc.		
Street Address:	888 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86792126	TMPL	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-425-7200		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	James E. Rosini		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	15564/276904		
NAME OF SUBMITTER:	James E. Rosini		
SIGNATURE:	/JER/		
DATE SIGNED:	01/22/2018		
Total Attachments: 7			
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CONFIDENTIAL INTELLECTUAL PROPERTY ASSIGNMENT

This confidential intellectual property assignment ("Assignment") is by and between TMPL Holdings, LLC ("Assignor"), a New York limited liability company with a principal place of business at 163 West 22nd Street, New York, New York 10011, 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 marks (including, without limitation, the goodwill of the business appurtenant to and symbolized thereby) listed in **Schedule A** hereto (the "Marks");

WHEREAS, Assignor owns U.S. Trademark Application Ser. No. 86/792,126, which seeks registration of the mark "TMPL" in Int. Cls. 5, 25, and 41 (the "Application");

WHEREAS, Assignor owns all right, title, and interest in and to the domain name <tmplgym.com> (including, without limitation, the goodwill of the business appurtenant to and symbolized thereby) (the "Domain");

WHEREAS, Assignor owns all right, title, and interest in and to the social media properties (including, without limitation, the goodwill of business appurtenant to and symbolized thereby) listed in **Schedule B** hereto (the "Social Media Properties");

WHEREAS, Assignee is desirous of acquiring from Assignor all of Assignor's right, title, and interest in and to the Marks, the Application, the Domain, and the Social Media Properties (and the goodwill of the business appurtenant to and symbolized by the Marks, the mark set forth in the Application, the Domain, and the Social Media Properties); and

WHEREAS, Assignor is desirous of assigning, selling, transferring, and conveying to Assignee all of Assignor's right, title, and interest in and to the Marks, the Application, the Domain, and the Social Media Properties (and the goodwill of the business appurtenant to and symbolized by the Marks, the mark set forth in the Application, the Domain, and the Social Media Properties).

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 Marks, the Application, the Domain, and Social Media Properties (together with the goodwill of the business appurtenant to and symbolized by the Marks, the mark set forth in the Application, the Domain, and Social Media Properties), such right, title, and interest including, without limitation:

- a. all logos associated with the Marks;
- b. any and all additional trademarks and service marks comprised of TMPL 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 (as defined in paragraph 18 herein) 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, 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 TMPL in whole and/or in part;
- e. all rights of registration, maintenance, renewal, protection, and enforcement of the Marks, the Application, the Domain, and the 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 Marks, the mark set forth in the Application, the Domain, and/or the 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 Marks and the Application, and to secure in its own name the registrations granted thereon.

3. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee to effect, perfect, or evidence this Assignment, including, without limitation, the establishment, recordation, and enforcement of Assignee's rights in and to the Marks, the Application, the Domain, and the 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 Marks, the Application (and the mark set forth therein), the Domain, and the Social Media Properties free and clear of all liens, encumbrances, security interests, and restrictions on transfer;

- b. Assignor has not granted and will not grant any licenses or other rights or interests in and to the Marks, the Application (or the mark set forth therein), the Domain, or the Social Media Properties to any third party;
- c. to Assignor's knowledge, the Marks, the Application (and the mark set forth therein), the Domain, and the Social Media Properties do not infringe or otherwise violate the rights of any third party;
- d. there are no legal actions, investigations, claims, or proceedings pending or threatened relating to, arising out of, or otherwise concerning the Marks, the Application (or the mark set forth therein), the Domain, or the Social Media Properties; and
- e. 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 (as defined in paragraph 18 herein), Assignor agrees to permanently refrain from adopting, using, displaying, licensing, commercializing, attempting to register, or registering in any territory throughout the universe the Marks, the mark set forth in the Application, 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, the mark set forth in the Application, the Domain, and the Social Media Properties.

6. In exchange for the foregoing, Assignee agrees to indemnify, defend, hold harmless, and release Assignor, and Assignor's 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 Assignee's ownership and/or use of the Marks, the Application (and mark set forth therein), the Domain, and/or the Social Media Properties from the Effective Date of this Assignment (as defined in paragraph 18 herein) onward, and (b) Assignee's breach of any provision of this Agreement.

7. In exchange for the foregoing, Assignor agrees to release Assignee, and Assignee's 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 Assignor's ownership and/or use of the Marks, the Application (and mark set forth therein), the Domain, and/or the Social Media Properties from the beginning of time until the Effective Date of this Assignment (as defined in paragraph 18 herein), 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.

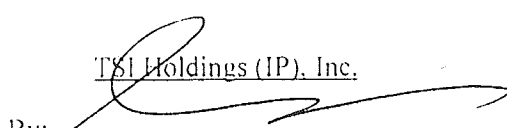
18. The "Effective Date" of this Assignment shall be the date of the last signing below.

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

TMPL Holdings, LLC

TSL Holdings (IP), Inc.

By: 

By: 

Printed Name: DAVID BURTON

Printed Name: Stuart M. Steinberg

Title: MANAGER

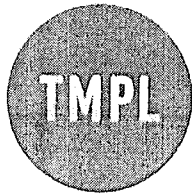
Title: General Counsel

Dated: 11.29.17

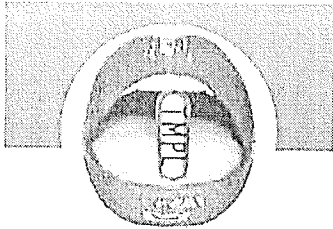
Dated: 11-29-17

SCHEDULE A

1. WHERE FITNESS MEETS FANTASY
2. TMPL GYM
3. Encircled TMPL Logo



4. TMPL-GYM-Pill-in-Open-Mouth Logo



TMPL GYM

SCHEDULE B

1. Facebook: @tmplgymnyc
2. Twitter: @tmplgym
3. Instagram: @tmplgym
4. LinkedIn: TMPL Gym