

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tomas Rodgers		12/08/2017	INDIVIDUAL: UNITED STATES
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:	87460327	REPS ON RHYTHM	
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/		
NAME OF SUBMITTER:	James E. Rosini		
SIGNATURE:	/JER/		
DATE SIGNED:	01/31/2018		
Total Attachments: 5			
source=15564 Reps on Rhythm Confidential Intellectual Property Assignment#page1.tif			
source=15564 Reps on Rhythm Confidential Intellectual Property Assignment#page2.tif			
source=15564 Reps on Rhythm Confidential Intellectual Property Assignment#page3.tif			
source=15564 Reps on Rhythm Confidential Intellectual Property Assignment#page4.tif			
source=15564 Reps on Rhythm Confidential Intellectual Property Assignment#page5.tif			

CH \$40.00 87460327

CONFIDENTIAL INTELLECTUAL PROPERTY ASSIGNMENT

This confidential intellectual property assignment ("Assignment") is by and between Tomas Rodgers, ("Assignor"), an individual having an address at 41-51 40th Street, Sunnyside, New York 11104, on the one hand, and TSI Holdings (IP), Inc. ("TSI"; "Assignee"), a Delaware corporation with a principal place of business at 888 Seventh Avenue, New York, New York 10106, on the other hand (Assignor and Assignee referred to hereinafter individually as a "Party," and collectively as the "Parties").

RECITALS

WHEREAS, in or about June 2015, Assignor advertised a fitness class titled "REPS ON RHYTHM" (the "REPS ON RHYTHM Mark");

WHEREAS, in or about December 2016, Assignor advertised a fitness class using the REPS ON RHYTHM Mark;

WHEREAS, in or about February 2017, Assignor began teaching fitness classes under the REPS ON RHYTHM Mark;

WHEREAS, on May 23, 2017, Assignor filed U.S. Trademark Application Serial No. 87/460,327 with the United States Patent and Trademark Office ("PTO"), seeking registration of the REPS ON RHYTHM Mark in Int. Cls. 41 for "[c]onducting fitness classes" (the "'327 Application);

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the REPS ON RHYTHM Mark (including, without limitation, the goodwill of the business appurtenant to and symbolized thereby) and the '327 Application, and

WHEREAS, Assignor is desirous of assigning, transferring, and conveying all of its right, title, and interest in and to the REPS ON RHYTHM Mark (including, without limitation, the goodwill of the business appurtenant to and symbolized thereby) and the '327 Application 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, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the REPS ON RHYTHM Mark and the '327 Application, together with the goodwill of the business appurtenant to and symbolized by the REPS ON RHYTHM Mark, and all of Assignor's common law and statutory rights, title, and interests in and to the Mark, including, without limitation, all rights of registration, maintenance, renewal and protection thereof, and the right to profits or damages due or accrued arising out of or

in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark, 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 trademark and service mark applications for the REPS ON RHYTHM Mark, and to secure in its own name the registrations granted thereon. Assignor makes no representation that the mark covered by the '327 Application 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, to effect, perfect, or evidence this assignment, including, without limitation, the establishment, recordation, and enforcement of Assignee's rights in and to the REPS ON RHYTHM Mark and the '327 Application.

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

- a. Assignor exclusively owns all right, title, and interest in and to the '327 Application 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 REPS ON RHYTHM Mark or the '327 Application to any third party; and
- c. 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), except to the extent expressly authorized by Assignee, Assignor agrees to permanently refrain from adopting, using, displaying, licensing, commercializing, attempting to register, registering in any territory throughout the universe the REPS ON RHYTHM Mark for fitness classes, 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 REPS ON RHYTHM Mark.

6. In exchange for the foregoing, Assignor agrees to release Assignee and its parents and subsidiaries, officers, directors, employees, agents, attorneys, 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 REPS ON RHYTHM Mark and the '327 Application 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.

7. In exchange for the foregoing, Assignee agrees to indemnify, defend, and hold harmless Assignor and its employees, agents, attorneys, 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 any claims or other actions by any third party arising out of, relating to, or otherwise concerning Assignor's use of the REPS ON RHYTHM Mark from the beginning of time until the Effective Date of this Assignment (as defined in Paragraph 18 herein).

8. In exchange for the foregoing, Assignee further agrees to release Assignor and its employees, agents, attorneys, 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 REPS ON RHYTHM Mark and the '327 Application 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.

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.

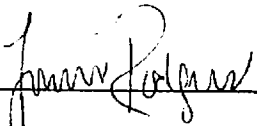
16. Each Party represents, warrants, and acknowledges that they are entering into, and executing, this Assignment voluntarily, and without any duress or undue influence. Each Party further represents, warrants, and acknowledges that they are entering into, and executing, this Assignment with the intent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

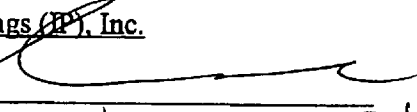
17. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Photographic, fax, and/or scanned copies of such signed counterparts may be used in lieu of the originals of this Assignment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

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

By: 
Printed Name: Tomas Rodgers
Dated: 12/8/17

TSI Holdings (IP), Inc.
By: 
Printed Name: Stuart M. Steinberg
Title: General Counsel
Dated: 12/8/17