

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atigeo Corporation		01/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ClassPass Inc.		
Street Address:	275 7th Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3923532	LIFEPASS	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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:	202.344.4642		
Email:	trademarkdocket@venable.com, clfountain@venable.com		
Correspondent Name:	Cheryl Fountain		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043-9998		
ATTORNEY DOCKET NUMBER:	428255		
NAME OF SUBMITTER:	Cheryl Fountain, Paralegal		
SIGNATURE:	/cheryllfountain/		
DATE SIGNED:	04/18/2018		
Total Attachments: 10			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated January 12, 2018, (this "**Agreement**") is entered into by and among ClassPass Inc., a Delaware corporation (the "**Buyer**"), and Lamonti Ventures, LLC ("**Seller**" or "**Receiver**"), solely in its capacity as general receiver for Atigeo Corporation, a Delaware corporation ("**Atigeo**") pursuant to that certain Order of the Superior Court for the State of Washington in and for the County of King (the "**Superior Court**") dated September 15, 2017 ("**Appointment Order**") in Case No. 17-2-24327-2 (the "**Receivership Proceeding**").

Pursuant to the Appointment Order, the Receiver has been appointed the general receiver for all assets assigned to the Receiver by Atigeo pursuant to that certain assignment for the benefit of creditors made by Atigeo to the Receiver on September 13, 2017 (the "**Receivership Assets**"), which assets relate to the data analytics technology business owned by Atigeo ("**Business**"). Buyer desires to purchase from Seller certain Receivership Assets related to the Business, and Receiver, as general receiver, desires to sell to Buyer such assets on the terms and conditions set forth herein. JAW

The parties agree as follows:

1. Purchase and Sale of Assets; Purchase Price; Closing.

1.1 **Sale of Assets.** On the terms and subject to the conditions of this Agreement, at the Closing (as defined below), Receiver, as general receiver, agrees to sell, convey, transfer, assign and deliver to Buyer (or a subsidiary of Buyer, which will be deemed for all purposes the "Buyer" for purposes of this Agreement), free and clear of all liens, claims, charges, security interests, pledges, rights, mortgages or other encumbrances whatsoever (collectively, "**Liens**"), and Buyer agrees to purchase, AS IS and WHERE IS, the Receivership Assets related to the Business identified herein, that are subject to the Receiver's authority under the Appointment Order and in the Receiver's possession or control at the time of Closing (collectively, the "**Transferred Assets**"), and excluding, certain Excluded Assets and Excluded Liabilities as set forth in sections 1.2 and 1.3 of this Agreement. The Transferred Assets are:

(a) **Intellectual Property.** The entirety of the Debtor's interest in the LifePass registered trademark and domain names, including all related good will, regardless of country or jurisdiction, including but not limited to the trademarks and domain names shown on attached Schedule "A.";

1.2 **Excluded Assets.** Other than the Transferred Assets, the Buyer is not purchasing any other Receivership Asset (collectively, the "**Excluded Assets**").

1.3 **Excluded Liabilities.** Buyer will not assume, perform, or discharge any debt, obligation, duty, or liability of any nature (each a "**Liability**") related to Atigeo, the Business or the Transferred Assets (collectively the "**Excluded Liabilities**"), including, but not limited to:

- (a) any account payable;
- (b) any Liability for the payment of any Tax;

(c) any Liability to any current or former Atigeo employee, officer, director, manager, partner or contractor, or any benefit plans for current or former Atigeo employees, officers, directors, managers or contractors;

(d) any Liability in respect of any and all products sold and/or services performed prior to Closing, including warranties associated therewith; and

(e) any Liability arising out of or in connection with any contract entered into by Atigeo or Seller prior to Closing.

(f) Any Liability arising out of or related to any litigation pending against Atigeo.

1.4 Purchase Price. In full consideration for the Transferred Assets, and subject to the other terms, conditions and obligations set forth herein, Buyer agrees to pay to Seller (the "Purchase Price").

1.5 Closing. The closing of the purchase and sale of the Transferred Assets (the "Closing") will take place at a mutually agreeable time not later than five (5) days following the last to be fulfilled of the conditions set forth in Section 5 ("Conditions Precedent"), including without limitation the issuance of the Sale Order and any other order(s) required under Section 5. (the "Closing Date"). At Closing, Seller will execute and/or deliver or cause to be executed and/or delivered the documents referenced in Section 5 or such other documents as may be necessary or appropriate to assign, convey, transfer, and deliver to Buyer good and valid title to the Transferred Assets.

2. Buyer Representations and Warranties. Buyer represents and warrants to Seller that it is a corporation duly organized and validly existing under the laws of the State of Delaware and its status is active, that it has all requisite corporate power and authority to enter into and perform all obligations under this Agreement, and that all documents executed by Buyer that are to be delivered to Seller at Closing are, or at the time of Closing will be legal, valid and binding obligations of Buyer.

3. AS IS; NO WARRANTY. BUYER UNDERSTANDS AND AGREES THAT THE TRANSFERRED ASSETS BEING PURCHASED HEREUNDER ARE SOLD, ASSIGNED, TRANSFERRED AND CONVEYED TO BUYER IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, AND THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS NOT MAKING ANY WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Obligations.

4.1 Obligation of Seller Between Signing and Closing. Between the date of this Agreement and the Closing, Seller shall:

(a) not create or increase any indebtedness of Atigeo, without authorization from the Superior Court;

(b) to the extent such materials are in Seller's possession, give Buyer and its representatives reasonable access to Atigeo's properties, books, records, and affairs, and shall provide Buyer with such information pertaining to Atigeo as Buyer may reasonably request; and

(c) use commercially reasonable efforts to effect the transactions contemplated by this Agreement and to fulfill and cause to be fulfilled the conditions to Closing under this Agreement.

4.2 Obligations of Buyer Between Signing and Closing. Buyer agrees that from the date hereof until Closing, Buyer shall:

(a) not take any action that would cause or constitute a breach of any of the representations and warranties set forth in Section 2 or that would cause any of such representations and warranties to be inaccurate. In the event of, and promptly after becoming aware of, the occurrence of or the pending or threatened occurrence of any event that would cause or constitute such a breach or inaccuracy, Buyer will give detailed written notice thereof to Seller and will use its commercially reasonable efforts to prevent or promptly remedy such breach or inaccuracy; and

(b) use commercially reasonable efforts to effect the transactions contemplated by this Agreement and to fulfill and cause to be fulfilled the conditions to Closing under this Agreement.

4.3 Expenses. Each of the parties will bear all costs and expenses incurred by such party in connection with this Agreement and the transactions contemplated hereby.

4.4 Further Action. Seller will take any further action after Closing reasonably necessary or desirable to carry out the purposes of this Agreement or to vest Buyer with title to the Transferred Assets.

4.5 Cooperation/Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, including but not limited to documents and books and records that may be necessary for the Receiver to administer, liquidate and transfer the Transferred Assets, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

5. Conditions Precedent.

5.1 Conditions Precedent to Each Party's Obligation to Close. Each party's obligations to take the actions required of such party at Closing is subject to the satisfaction, at or prior to Closing, of each of the following conditions:

(a) **Sale Order; Governmental Consents.** The Superior Court shall have entered an order in a form satisfactory to Buyer authorizing the sale of the Transferred Assets to Buyer free and clear of any Liens and of all rights of redemption pursuant to RCW

7.60.260, including a finding that the Buyer has purchased the Transferred Assets in good faith ("Sale Order"), the time period to appeal the Sale Order shall have expired, and the Sale Order shall have not been stayed by an order of any court of competent jurisdiction. Without limitation to the foregoing, all consents or approvals legally required for the sale of the Transferred Assets will have been filed, occurred, or been obtained, other than such consents or approvals for which the failure to obtain would not have a material adverse effect on the consummation of the sale of the Transferred Assets free and clear of any Liens and of all rights of redemption.

(b) **No Restraints.** No governmental body of competent jurisdiction will have enacted, entered, promulgated, or enforced any statute, rule, regulation, executive order, decree, or injunction that enjoins or prohibits the consummation of the transactions contemplated hereby.

5.2 Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to purchase the Transferred Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which Buyer may waive, in whole or in part, in writing):

(a) **Performance of Obligations.** Seller shall have performed, to the reasonable satisfaction of Buyer, all of the covenants and obligations that Seller is to comply with or to perform at or prior to the Closing.

(b) **Bill of Sale.** Seller shall have executed and delivered to Buyer a Bill of Sale, the form of which shall be reasonably acceptable to Buyer.

5.3 Conditions Precedent to Seller's Obligation to Close. Seller's obligation to sell the Transferred Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which the Seller may waive, in whole or in part, in writing):

(a) **Accuracy of Representations.** All of the representations and warranties made by Buyer in this Agreement will have been accurate as of the date of this Agreement and will be accurate as of the Closing Date.

(b) **Performance of Obligations.** Buyer shall have performed, to the reasonable satisfaction of Seller, all of the covenants and obligations that Buyer is to comply with or to perform at or prior to the Closing.

6. Indemnification and Release.

6.1 Buyer's Release. Buyer, individually and collectively, releases and forever discharges Seller and its successors, assigns, agents, directors, officers, and shareholders (collectively, the "Releasees"), from any and all claims, debts, demands, rights, actions, causes of action, suits, dues, agreements and liabilities, whether known or unknown, at law or in equity, which Buyer ever had or now have, or may, in the future, have against Releasees arising out of or relating to the Transferred Assets, except with respect to any obligations of the Seller under this Agreement.

6.2 Indemnification by Buyer. Buyer shall indemnify, defend and hold the Releasees harmless from and against any and all loss, damage, claim of damage, liability or expense, including costs and reasonable attorneys' fees, which may be asserted against or incurred or suffered by Releasees by reason of or in connection with: (a) Buyer's breach of any representation or warranty hereunder; (b) Buyer's breach or nonfulfillment of any covenant hereunder; (c) any claim or demand to the extent arising from or relating to Buyer's use of the Transferred Assets after the Closing Date.

7. Termination.

7.1 Mutual Agreement. Buyer and Seller may terminate this Agreement at any time prior to the Closing by mutual written consent.

7.2 Termination by Buyer. Buyer may unilaterally terminate this Agreement at any time prior to the Closing if (i) Seller has breached any representation, warranty, covenant, obligation, or agreement set forth in this Agreement, and Seller has not cured such breach within five (5) business days following receipt by Seller of written notice of such breach from Buyer, (ii) the Closing shall not have occurred within sixty (60) days from the date hereof by reason of the failure of any condition precedent under Section 5.1 (including that a Sale Order has not been entered) or 5.2, or (iii) the entry of an order by the Receivership Court authorizing the sale of all or a portion of the Receivership Assets to a party other than Buyer.

7.3 Termination by Seller. Seller may unilaterally terminate this Agreement at any time prior to the Closing if (i) Buyer has breached any representation, warranty, covenant, obligation, or agreement set forth in this Agreement, and Buyer has not cured such breach within five (5) business days following receipt by Buyer of written notice of such breach from Seller or (ii) the Closing shall not have occurred within sixty (60) days of the date hereof by reason of the failure of any condition precedent under Section 5.1 (including that a Sale Order has not been entered) or 5.3.

7.4 Effect of Termination. In the event of termination of this Agreement under this Section 7, this Agreement will be void and have no effect, and there will be no liability or obligation on the part of the parties hereto.

8. Sale Motion

8.1 Sale Motion and Approval of Expense Reimbursement. Within seven (7) business days of execution of this Agreement, Seller shall file a motion (the "Sale Motion") seeking approval of the Sale Order which Sale Motion shall seek approval of the payment to Buyer of an expense reimbursement (the "Expense Reimbursement") for Buyer's reasonable out-of-pocket documented expenses incurred in connection with the transactions contemplated herein and the financing thereof, in the event that the Transferred Assets are sold to a party other than Buyer, notwithstanding Section 4.3 of this Agreement. Seller shall pay to Buyer the Expense reimbursement on the first (1st) business day after the closing of a transaction in which the Receivership Assets are sold to a party other than Buyer.

9. Miscellaneous Provisions.

9.1 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement will be in writing and will be deemed properly delivered, given, and received when delivered (by hand, by registered mail, by courier or express delivery service, or by email) to the address or set forth for such party below (or to such other address or email address as such party may have specified in a written notice given to the other parties hereto):

if to Seller: Lamonti Ventures, LLC
Attention: Andrew Wilson
Phone: 206-850-8777
Email: andrew@lamonti.com

with a copy to:
Bush Kornfeld LLP
601 Union Street, Suite 5000
Seattle, WA 98101
Attention: Katriana L. Samiljan
Phone: 206-292-2110
Email: ksamiljan@bskd.com

if to the Buyer: ClassPass Inc.
275 7th Avenue, 11th Floor
New York, New York 10011

with a copy (which shall not constitute notice) to:

Venable LLP
600 Massachusetts Avenue NW
Washington, D.C. 2001
Attention: Alexei J. Cowett
Email: ajcowett@venable.com

9.2 Counterparts. The parties may execute this Agreement in several counterparts, including by facsimile or electronic mail, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Facsimile or PDF copies shall be treated as originals.

9.3 Governing Law; Venue. This Agreement will be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington (without giving effect to principles of conflicts of laws). Each party hereby consents and agrees that the federal or state courts of the State of Washington (located in Seattle, Washington) have non-exclusive jurisdiction to hear, determine and enforce any claims or disputes arising out of or related to the provisions of this Agreement.

9.4 Prevailing Party Attorneys' Fees. If any action or proceeding is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the substantially prevailing party in that action will be entitled to recover its reasonable attorneys' fees and costs in that action or proceeding.

9.5 Successors and Assigns; Parties in Interest. No party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party hereto. Notwithstanding the foregoing, Buyer may assign this Agreement or any of its rights, interests, or obligations hereunder to any entity controlled by or affiliated with Buyer. This Agreement is not intended to confer any rights or benefits to any person other than the parties to this Agreement.

9.6 Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.7 Amendments. This Agreement may not be amended other than by means of a written instrument duly executed and delivered by Seller and Buyer.

9.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction does not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination has the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that achieves, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable term.

9.9 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein: (a) each day shall be a calendar day, (b) the day of the act or event on which the designated period of time begins to run shall not be included; and (c) the last day of the period so computed shall be included, unless such last day is a Saturday, Sunday or U.S. legal holiday, in which event the period shall run until the next calendar day which is not a Saturday, Sunday or a U.S. legal holiday.

9.10 Survival. Sections 2 (Representations and Warranties); 3 (As Is; No Warranty); 4.3 (Expenses); 6 (Indemnification); and this Section 8 (Miscellaneous) shall survive the Closing or earlier termination of the transactions contemplated by this Agreement.

9.11 Entire Agreement. This Agreement and the documents referenced herein set forth the entire understanding of the parties relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

[Remainder of page intentionally blank]

SIGNATURE PAGE — ASSET PURCHASE AGREEMENT

The parties have caused this Agreement to be executed and delivered as of the date first above written.

BUYER:

SELLER:

ClassPass Inc.

Lamonti Ventures, LLC

By: Payal Kadakia
Name: Payal Kadakia
Its: Executive Chairman

By: J. Ash Wil
Name: J. Ash Wil
Its: Receiver for Atigeo Corp

SCHEDULE A

Country	Trademark	Registration No.	Registration date
U.S.	LIFEPASS	3923532	February 22, 2011
Canada	LIFEPASS	TMA796139	April 26, 2011
Mexico	LIFEPASS (Cl. 9)	1049447	July 15, 2008
Mexico	LIFEPASS (Cl. 35)	1076615	December 9, 2008
Mexico	LIFEPASS (Cl. 38)	1049448	July 15, 2008
Mexico	LIFEPASS (Cl. 41)	1050831	July 28, 2008
Mexico	LIFEPASS (Cl. 45)	1049449	July 15, 2008
Mexico	LIFEPASS (Cl. 42)	1186419	October 27, 2010
WIPO (International) this is extended to Australia, China, European Community, Japan)	LIFEPASS	973836	February 22, 2008
Australia (from WIPO)	LIFEPASS	1262751	January 27, 2019
India	LIFEPASS	1020684	September 2, 2011
Taiwan	LIFEPASS	01386743	November 16, 2009

Domain names

Lifepass.com

Lifepass.biz

Lifepass.net