

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/15/2002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pla-Fit Health, LLC		05/15/2002	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	PFIP, LLC		
Street Address:	4 Liberty Lane West		
City:	Hampton		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03842		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2377662	JUDGMENT FREE ZONE	
Registration Number:	2654980	NO CRITICS	
Registration Number:	2370028	NO DUMBELLS ALLOWED PF GYMS	
Registration Number:	2698976	PLANET FITNESS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	ustrademarkmail@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	109799-0039		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	07/31/2018		

CH \$115.00 2377662

Total Attachments: 4

source=Nunc Pro Tunc#page1.tif

source=Nunc Pro Tunc#page2.tif

source=Nunc Pro Tunc#page3.tif

source=Nunc Pro Tunc#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of May 15, 2002, and is between Pla-Fit Health, LLC, a New Hampshire limited liability company (the "Assignor") and PFIP, LLC, a New Hampshire limited liability company (the "Assignee").

WHEREAS, prior to May 15, 2002, the Assignor was the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the "Marks");

WHEREAS, in connection with a reorganization of Planet Fitness, Inc., the parent company of both Assignor and Assignee, the Assignor did agree and has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

WHEREAS, on May 15, 2002 Assignor and Assignee entered into an Assignment of Trademarks, which purported to assign the Marks from Assignor to Assignee, but listed Assignee, in error, as a New Hampshire corporation instead of a limited liability company;

WHEREAS, all parties agree the assignment was intended to assign the marks to Assignee and Assignee has been acting as owner of the Marks since May 15, 2002; and

WHEREAS, the Assignor desires to ensure all of its right, title and interest in and to the Marks were and are hereby assigned to the Assignee and the Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration, including the enterprise value of the reorganization, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of the Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of the Assignor's business to which the Marks pertains, all common law rights in and to the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

4. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements executed and to be performed solely within such State. Any judicial proceeding arising out of or relating to this Assignment shall be brought in the courts of the State of New York, and, by execution and delivery of this Assignment, each of the parties to this Assignment accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed, *nunc pro tunc*, effective as of May 15, 2002.

ASSIGNOR:

PLA-FIT HEALTH, LLC

By: 

Name: Dorvin Lively

Title: Chief Financial Officer

ASSIGNEE:

PFIP, LLC

By: 

Name: Dorvin Lively


Title: Chief Financial Officer

{Signature Page to Trademark Assignment}

TRADEMARK
REEL: 006398 FRAME: 0698

Schedule A

Trademark Registration

Trademark	Serial Number (Filing Date)	Registration Number (Registration Date)	Owner
JUDGEMENT FREE ZONE	75/816,444 (October 06, 1999)	2,377,662 (August 15, 2000)	Pla-Fit Health, LLC.
NO CRITICS	76/254,435 (May 9, 2001)	2,654,980 (November 26, 2002)	Pla-Fit Health, LLC
NO DUMBELLS ALLOWED PF GYMS 	75/555,765 (September 21, 2998)	2,370,028 (July 25, 2000)	Pla-Fit Health, LLC
Planet Fitness	74/679,805 (May 25, 1995)	2,698,976 (March 25, 2003)	Pla-Fit Health, LLC