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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496284

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IFBB Professional League		08/31/2018	Non-Profit Corporation: CANADA

RECEIVING PARTY DATA

Name:	Mr. Olympia LLC
Street Address:	4 New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4156815	MR. OLYMPIA
Registration Number:	4193035	MR. OLYMPIA
Registration Number:	3951271	MR. OLYMPIA
Registration Number:	3951272	MS. OLYMPIA
Registration Number:	4166792	MS. OLYMPIA
Serial Number:	87854355	MS. OLYMPIA
Registration Number:	4048572	OLYMPIA WEEKEND
Registration Number:	3974949	OLYMPIA WEEKEND
Registration Number:	4052334	OLYMPIA WEEKEND
Serial Number:	87518660	OLYMPIA WEEKEND
Registration Number:	4038859	FITNESS OLYMPIA
Registration Number:	4012815	FITNESS OLYMPIA
Registration Number:	4048569	FITNESS OLYMPIA
Registration Number:	4048570	FITNESS OLYMPIA
Registration Number:	4038860	FIGURE OLYMPIA
Registration Number:	4012816	FIGURE OLYMPIA
Registration Number:	4181747	FIGURE OLYMPIA
Registration Number:	4048568	FIGURE OLYMPIA
Registration Number:	5036992	OLYMPIA FITNESS AND PERFORMANCE WEEKEND
		TRADEMARK

900472264 REEL: 006471 FRAME: 0921

Property Type	Number	Word Mark
Registration Number:	5027591	BIKINI OLYMPIA
Serial Number:	87079249	212 OLYMPIA
Registration Number:	5543736	CLASSIC PHYSIQUE OLYMPIA
Serial Number:	87079245	CLASSIC BODYBUILDING OLYMPIA
Serial Number:	87107092	OLYMPIA EUROPE
Serial Number:	87107098	OLYMPIA AMATEUR
Registration Number:	5282453	WOMEN'S PHYSIQUE OLYMPIA
Registration Number:	5282452	MEN'S PHYSIQUE OLYMPIA

CORRESPONDENCE DATA

Fax Number: 6465637943

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.

Phone: (646) 885-4121 Email: jrobbins@amilink.com

Correspondent Name: Jillian Robbins
Address Line 1: 4 New York Plaza

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	James J. Dade	
SIGNATURE:	/James J. Dade/	
DATE SIGNED:	11/01/2018	

Total Attachments: 7

source=53601-0007_SIGNED FINAL Trademark Assignment - Weider Parties to AMI-MrOLLC#page1.tif source=53601-0007_SIGNED FINAL Trademark Assignment - Weider Parties to AMI-MrOLLC#page2.tif source=53601-0007_SIGNED FINAL Trademark Assignment - Weider Parties to AMI-MrOLLC#page3.tif source=53601-0007_SIGNED FINAL Trademark Assignment - Weider Parties to AMI-MrOLLC#page4.tif source=53601-0007_SIGNED FINAL Trademark Assignment - Weider Parties to AMI-MrOLLC#page5.tif source=53601-0007_SIGNED FINAL Trademark Assignment - Weider Parties to AMI-MrOLLC#page6.tif source=53601-0007_SIGNED FINAL Trademark Assignment - Weider Parties to AMI-MrOLLC#page7.tif

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "<u>Assignment</u>") is made and entered into effective as of August 31, 2018, by and between IFBB Professional League, a Canadian nonprofit corporation ("<u>IFBB</u>"), having a principal place of business at 5415 Rue Pare, Suite 100 Mont Royal, Quebec, Canada H4PS 1P7 (the "<u>Assignor</u>") and Mr. Olympia LLC, a Delaware corporation, with a principal place of business at 4 New York Plaza, New York, New York 10004 ("<u>Assignee</u>"). Assignor and Assignee shall each be a "<u>Party</u>", and collectively, the "<u>Parties</u>".

WHEREAS, Assignor and Assignee are party to that certain Agreement made in August, 2017 (the "<u>Purchase Agreement</u>"), pursuant to which Assignor sold, assigned and transferred certain Olympia Intellectual Property (as further defined in Exhibit B to the Purchase Agreement) including, without limitation, the trademarks listed on <u>Schedule 1</u> hereto (the "<u>Olympia Trademarks</u>").

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to, execute this Assignment to further memorialize Assignor's sale, assignment and transfer of all the Olympia Trademarks to Assignee.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, Agreements and monetary payment set forth in the Purchase Agreement, the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Olympia Trademarks, together with, without limitation, all associated goodwill and common law rights appurtenant thereto, and all remedies for past, present and future infringements of any of the Olympia Trademarks, free and clear of all liens, security interests, restrictions or encumbrances, the same to be held and fully enjoyed solely by Assignee, its successors, assigns and other legal representatives.
- 2. Recordation and Further Actions. Assignor authorizes all applicable governmental officials to record and register this Agreement against the applicable Olympia Trademarks, upon request by Assignee. The Assignor agrees to cooperate in identifying individual items of the Olympia Trademarks and ensuring that the correct owner shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by the Assignee, including the execution of any documents, files, registrations, or other similar items, in order to ensure that the Olympia Trademarks are properly assigned to Assignee and to document and record with the appropriate governmental authorities the aforesaid assignment and transfer.

- 3. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts of interest principles. In the event of a dispute hereunder, the parties agree that the same shall be submitted to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware.
- 4. <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5. <u>Headings</u>. The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

IFBB Professional League (Assignor)

By: James Manion

Its: President

Mr. Olympia, LLC (Assignce)

By: Eric S. Klee

Its: Executive Vice President, Secretary and General Counsel IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

IFBB Professional League (Assignor)

By: James Manion

Its: President

Mr. Olympia, LLC (Assignee)

By: Eric S. Klee

Its: Executive Vice President, Secretary and General Counsel

Schedule 1

United States

TRADEMARK	REGISTRATION NO.	SERIAL NO.
MR. OLYMPIA (United States)	4156815	
MR. OLYMPIA (United States)	4193035	
MR. OLYMPIA (United States)	3951271	
MS. OLYMPIA (United States)	3951272	
MS. OLYMPIA (United States)	4166792	
MS. OLYMPIA (United States)		87854355
OLYMPIA WEEKEND (United States)	4048572	
OLYMPIA WEEKEND (United States)	3974949	
OLYMPIA WEEKEND (United States)	4052334	
OLYMPIA WEEKEND (United States)		87518660
FITNESS OLYMPIA (United States)	4038859	
FITNESS OLYMPIA (United States)	4012815	
FITNESS OLYMPIA (United States)	4048569	
FITNESS OLYMPIA (United States)	4048570	
FIGURE OLYMPIA (United States)	4038860	
FIGURE OLYMPIA (United States)	4012816	
FIGURE OLYMPIA (United States)	4181747	
FIGURE OLYMPIA (United States)	4048568	
OLYMPIA FITNESS AND PERFORMANCE WEEKEND (United States)	5036992	
BIKINI OLYMPIA (United States)	5027591	

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TRADEMARK	REGISTRATION NO.	SERIAL NO.
212 OLYMPIA (United States)		87079249
CLASSIC PHYSIQUE OLYMPIA (United States)	5543736	
CLASSIC BODYBUILDING OLYMPIA (United States)		87079245
OLYMPIA EUROPE (United States)		87107092
OLYMPIA AMATEUR (United States)		87107098
WOMEN'S PHYSIQUE OLYMPIA (United States)	5282453	
MEN'S PHYSIQUE OLYMPIA (United States)	5282452	

International

TRADEMARK	REGISTRATION NO.	SERIAL NO.
MR. OLYMPIA (EU)	016123481, EUTM	
JOE WEIDER'S MR. OLYMPIA (Russia)	2016728208, RUSSIAN FEDERATION	
JOE WEIDER'S MR. OLYMPIA EUROPE (EU)	014287701, EUTM	
FITNESS OLYMPIA (Canada)	1844572	
FIGURE OLYMPIA (Canada)	1844576	
BIKINI OLYMPIA (Canada)	1844574	
OLYMPIA FITNESS AND PERFORMANCE WEEKEND (Canada)	1844566	
212 OLYMPIA (Canada)	1843879	
AMATEUR OLYMPIA (Canada)	1843923	
MEN'S PHYSIQUE OLYMPIA (Canada)	1843896	

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CLASSIC BODYBUILDING OLYMPIA (Canada)	1843911	
WOMEN'S PHYSIQUE OLYMPIA (Canada)	1843903	
MR. OLYMPIA (Canada)		TMA231110

Lapsed/Unregistered

TRADEMARK	REGISTRATION NO.	SERIAL NO.
MR. OLYMPIA (United States)	3958216	
MS. OLYMPIA (United States)	3951273	
MS. OLYMPIA (United States)	4048571	
OLYMPIA WEEKEND (United States)	3990417	

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RECORDED: 11/01/2018