

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ultimate Fitness Holdings, LLC		03/04/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	OTF Funding Holdco, LLC
Street Address:	6000 Broken Sound Parkway NW
Internal Address:	Suite 200
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4746897	BASE PUSH ALL OUT
Registration Number:	4233649	
Registration Number:	4455135	
Registration Number:	4536361	DRI TRI
Registration Number:	5033221	KEEP BURNING
Registration Number:	5617047	MORE LIFE
Registration Number:	4091462	ORANGE THEORY
Registration Number:	4037579	ORANGETHEORY
Registration Number:	4746587	ORANGETHEORY
Registration Number:	5145461	ORANGETHEORY FITNESS
Registration Number:	4834844	OT BEAT
Registration Number:	5387958	OTBEAT
Registration Number:	4233643	OTF

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: mseiss@paulweiss.com, lfranco@paulweiss.com,
cadinolfi@paulweiss.com

Correspondent Name: Marisa Seiss

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17514-058
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NAME OF SUBMITTER:	Marisa Seiss
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SIGNATURE:	/Marisa Seiss/
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DATE SIGNED:	03/08/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of March 4, 2019, by and between Ultimate Fitness Holdings, LLC, a Delaware limited liability company located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487, (“Assignor”), and OTF Funding Holdco, LLC, a Delaware limited liability company located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487, (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the First-Tier Contribution Agreement between the Parties of even date herewith (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1, and all goodwill connected with the use of or symbolized thereby (collectively referred to as the “Trademarks”); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the “USPTO”); and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers (and Assignee hereby accepts and receives) all of Assignor’s entire worldwide right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement); and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Closing Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to

15 USC Section 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. 1051(a) or examined and accepted by the USPTO, unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

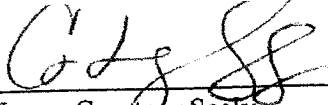
THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

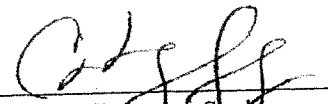
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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

ULTIMATE FITNESS HOLDINGS, LLC

By: 
Name: Courtney Seely
Title: General Counsel

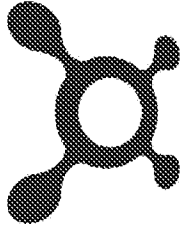
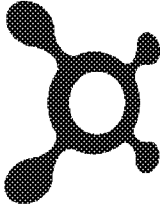


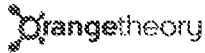
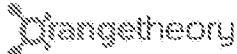
OTF FUNDING HOLDCO, LLC

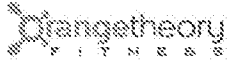

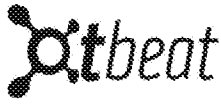
By: 
Name: Courtney Seely
Title: General Counsel

[Signature Page to OTF Trademark Assignment Agreement (First-Tier)]

TRADEMARK
REEL: 006605 FRAME: 0918

**Schedule 1
Trademarks**

Mark	App. No. / App. Date	Reg. No./ Reg. Date	Status
BASE PUSH ALL OUT BASE PUSH ALL OUT	86/389,244 09-SEP-2014	4,746,897 02-JUN-2015	Registered
<i>Design Only</i> 	85/576,601 22-MAR-2012	4,233,649 30-OCT-2012	Registered
<i>Design Only</i> 	85/980,641 22-MAR-2012	4,455,135 24-DEC-2013	Registered
DRI TRI 	86/019,455 25-JUL-2013	4,536,361 27-MAY-2014	Registered
KEEP BURNING KEEP BURNING	86/811,115 05-NOV-2015	5,033,221 30-AUG-2016	Registered
MORE LIFE 	87/879,764 17-APR-2018	5,617,047 27-NOV-2018	Registered
ORANGE THEORY ORANGE THEORY	77/864,350 03-NOV-2009	4,091,462 24-JAN-2012	Registered
ORANGETHEORY 	85/176,006 12-NOV-2010	4,037,579 11-OCT-2011	Registered
ORANGETHEORY 	86/327,007 02-JUL-2014	4,746,587 02-JUN-2015	Registered

Mark	App. No. / App. Date	Reg. No./ Reg. Date	Status
ORANGETHEORY FITNESS 	87/079,129 21-JUN-2016	5,145,461 21-FEB-2017	Registered
OT BEAT 	86/389,241 09-SEP-2014	4,834,844 20-OCT-2015	Registered
OTBEAT 	87/243,424 21-NOV-2016	5,387,958 23-JAN-2018	Registered
OTF OTF	85/576,528 22-MAR-2012	4,233,643 30-OCT-2012	Registered