

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tough Mudder Incorporated		05/24/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tough Mudder Bootcamp Holdings, LLC		
Street Address:	P.O. Box 26000		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27420		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5764151	TOUGH MUDDER BOOTCAMP	
CORRESPONDENCE DATA			
Fax Number:	3363781001		
<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:	336-373-8850		
Email:	jcross@brookspierce.com		
Correspondent Name:	John Cross		
Address Line 1:	P.O. Box 26000		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
NAME OF SUBMITTER:	John Cross		
SIGNATURE:	/John Cross/		
DATE SIGNED:	05/28/2019		
Total Attachments: 3			
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OP \$40.00 5764151

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”), effective as of May 24, 2019 (the “**Effective Date**”), is made and delivered by TOUGH MUDDER INCORPORATED, a Delaware corporation (“**Assignor**”), to TOUGH MUDDER BOOTCAMP HOLDINGS, LLC, a North Carolina limited liability company (“**Assignee**”).

WHEREAS, in accordance with that certain Asset Purchase Agreement dated as of May 24, 2019, by and among Assignor and Assignee (the “**Agreement**”), Assignor agreed to transfer, convey, and assign the Intellectual Property Assets set forth on Exhibit A (“**Marks**”) to Assignee. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Agreement;

NOW, THEREFORE, subject to the terms and conditions of the Agreement and for the consideration set forth herein:

1. Assignment of Marks. Effective as of the Effective Date, Assignor does hereby assign, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the Marks, along with all goodwill associated therewith, to have and to hold the same unto Assignee, its successors and assigns forever.
2. Conflicts. This Assignment is being executed and delivered pursuant to, and subject to the terms and conditions of, the Agreement, and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements set forth in the Agreement. Notwithstanding anything to the contrary herein, in the event of any conflict between this Assignment and the Agreement, the Agreement shall govern and control.
3. Further Assurances. Each party hereto shall use commercially reasonable efforts to take, or cause to be taken, all such actions and to do, or cause to be done, all things necessary, proper or advisable to carry out the purposes of this Assignment, including executing and delivering such certificates, instruments and documents as the other party may reasonably request.
4. Binding Effect; Amendments. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No modification, amendment or waiver of any provision of, or consent or approval requested by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the parties hereto.
5. Governing Law. This Assignment shall be governed by and construed under and in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof and any other principle that could result in the application of the laws of any other jurisdiction.

[End of document.]

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

TOUGH MUDDER INCORPORATED

DocuSigned by:



Kyle McLaughlin

By: _____

Name: Kyle McLaughlin

Title: President

EXHIBIT A

MARK	JURISDICTION	APPLICATION SERIAL NUMBER	FILING DATE
TOUGH MUDDER BOOTCAMP (word mark)	United States of America	87417241	April 19, 2017
 (word and design)	United States of America	87456891	May 19, 2017
 (word and design)	United States of America	87456857	May 19, 2017