

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525456

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Co-Existence Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tough Mudder Incorporated		05/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tough Mudder Bootcamp Holdings, LLC		
<b>Street Address:</b>	P.O. Box 26000		
<b>City:</b>	Greensboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27420		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4465111	TOUGH MUDDER	
<b>Registration Number:</b>	3810118	TOUGH MUDDER	
<b>Registration Number:</b>	4527038	MUDDER	
<b>Registration Number:</b>	4308918	TOUGH MUDDER	
<b>Registration Number:</b>	4131912	TOUGH MUDDER	
<b>Registration Number:</b>	4552330	TOUGH MUDDER	
<b>Registration Number:</b>	4674215		
<b>Registration Number:</b>	4439609	TOUGH MUDDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3363738850		
<b>Email:</b>	jcross@brookspierce.com		
<b>Correspondent Name:</b>	John Cross		
<b>Address Line 1:</b>	P.O. Box 26000		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27420		
<b>NAME OF SUBMITTER:</b>	John Cross		
<b>SIGNATURE:</b>	/John Cross/		

OP \$215.00 4465111

<b>DATE SIGNED:</b>	05/29/2019
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**Total Attachments: 4**

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## SHORT FORM CO-EXISTENCE AGREEMENT

This Short Form Co-Existence Agreement (this “**Agreement**”), effective as of May 24, 2019 (the “**Effective Date**”), is entered into by and between TOUGH MUDDER INCORPORATED, a Delaware corporation (“**TMI**”), and TOUGH MUDDER BOOTCAMP HOLDINGS, LLC, a North Carolina limited liability company (“**Holdings**”).

WHEREAS, TMI and Holdings are parties to that certain Co-Branding and Co-Existence Agreement dated as of May 24, 2019 (the “**Co-Branding Agreement**”), pursuant to which TMI and Holdings outline their co-existence with similar trademarks worldwide, including the intellectual property assets described and set forth on Exhibit A (“**Marks**”), for a term commencing as of the Effective Date and terminating ninety-nine (99) years thereafter, unless earlier terminated as per the terms of the Co-Branding Agreement. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Co-Branding Agreement;

WHEREAS, TMI and Holdings recognize and acknowledge that TMI and Holdings hold similar trademarks in the operations of their existing businesses, and both parties wish to maintain the viability of each of their trademarks and goodwill and wish to avoid the cost and uncertainty of adversarial proceedings in their efforts to grow their respective businesses;

WHEREAS, in connection with the foregoing, TMI and Holdings agree to comply with certain restrictions for the Marks set forth in the Co-Branding Agreement;

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

1. Co-Existence. TMI hereby acknowledges that its restrictions for the Marks are, under the Co-Branding Agreement, already under obligation, and that this Agreement is being duly executed for at least the purposes of public recordation with the USPTO, or any other intellectual property registration office throughout the world. TMI and its subsidiaries and affiliates shall not (i) use, (ii) license the use of any of the Marks to any Person or (iii) otherwise authorize the use of the Marks by any Person in a manner in which TMI or such other Person uses the Tough Mudder name or any of the Marks in connection with operating a permanent or semi-permanent athletic facility or gym or any other permanent or semi-permanent physically enclosed space offering any fitness, endurance, cardio, and physical strength training and/or related services (the “**Exclusive Holdings Business**”). All restrictions to the use of Marks set forth in this paragraph shall attach to the Marks such that any successor in interest to the Marks shall be bound by the restrictions set forth in this paragraph.
2. Conflicts. This Agreement is being executed and delivered pursuant to, and subject to the terms and conditions of, the Co-Branding Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements set forth in the Co-Branding Agreement. Notwithstanding anything to the contrary herein, in the event of any conflict between this Agreement and the Co-Branding Agreement, the Co-Branding 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 Agreement, including executing and delivering such certificates, instruments and documents as the other party may reasonably request.
4. Binding Effect; Amendments. This Agreement 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 Agreement, 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 Agreement 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 Short Form Co-Existence Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**TOUGH MUDDER INCORPORATED**

By: \_\_\_\_\_  
Name: Kyle McLaughlin  
Title: President

STATE OF New York  
COUNTY OF Kings

I, Marica Lowe, a Notary Public for said County and State, do hereby certify that **Kyle McLaughlin** personally appeared before me this day and acknowledged the due execution of the foregoing SHORT FORM CO-EXISTENCE AGREEMENT.

WITNESS my hand and official seal, this the 24<sup>th</sup> day of May, 2019.



(Official Seal)

\_\_\_\_\_  
Official Signature of Notary  
Notary's printed name: Marica Lowe  
My commission expires: 11/13/2021

**EXHIBIT A**

<b>MARK</b>	<b>JURISDICTION</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>INT'L CLASS(ES)</b>
TOUGH MUDDER	United States	4465111	January 14, 2014	25
	United States	3810118	June 29, 2010	41
MUDDER	United States	4527038	May 6, 2014	41
Logo (flames/running man)	United States	4308918	March 26, 2013	16, 21, 25, 26
	United States	4131912	April 24, 2012	41
	United States	4552330	June 17, 2014	35, 41
Tough Mudder orange	United States	4674215	January 20, 2015	41
Orange headband	United States	4439609	November 26, 2013	41