

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equinox Holdings, Inc.		12/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Precision Run LLC		
Street Address:	895 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87956943	FOR RUNNERS AND HATERS	
Serial Number:	87908720	PRECISION RUN	
Serial Number:	87957034	RUN REBEL, RUN	
Registration Number:	4650514	PRECISION RUNNING	
Registration Number:	5645334	PRECISION RUNNING LAB	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<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:	312-368-4000		
Email:	deanne.vannatta@dlapiper.com		
Correspondent Name:	Keith W. Medansky		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Nicole Chaudhari		
SIGNATURE:	/Nicole Chaudhari/		
DATE SIGNED:	07/10/2019		
Total Attachments: 5			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”), dated as of December 1, 2018, is by and between Equinox Holdings, Inc., a Delaware corporation (the “**Assignor**”), and Precision Run LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor and Assignee are affiliated companies;

WHEREAS, Assignor owns certain intellectual property assets for the business to which the PRECISION RUNNING and PRECISION RUN marks and brand pertain (collectively, the “**Business**”), including the Intellectual Property Assets (as defined below); and

WHEREAS, Assignor has agreed to contribute, transfer, assign, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the Intellectual Property Assets, as further contemplated herein, in exchange for certain rights and licenses granted pursuant to that certain Intellectual Property License Agreement entered into contemporaneously by the parties, and Assignee has agreed to acquire and accept all such right, title and interest and to grant such rights and license.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, contributes, transfers, assigns, conveys and delivers to Assignee any and all of Assignor’s worldwide right, title and interest in and to, including without limitation all common law, statutory and other rights in and to and all registrations and registration applications relating to, all Business IP (as defined below), but subject to Section 2, together with any and all (i) goodwill related to, arising out of or resulting from the Business associated with the use of or symbolized by the Business IP; (ii) contracts related to the Business IP; (iii) rights and privileges to maintain and pursue enforceable rights in the Business IP; and (iv) rights to any and all proceeds, benefits, privileges, causes of action and remedies relating to the Business IP, including without limitation rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Business IP against any third party and rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Business IP (collectively, the “**Intellectual Property Assets**”). For purposes of this Agreement, “**Business IP**” means trademarks, service marks, logos, symbols, trade dress, designs, slogans, domain names, metatags, hashtags, keywords, copyrights, works of authorship, content, images, photographs, audio recordings, audiovisual materials, workouts, routines, programming, training manuals and materials, articles, concepts, patents, inventions, data, software, technologies, tools, plans, drawings, trade secrets, know-how and other materials and intellectual property which, as of the date hereof, were created or developed by or for, or primarily relate to, arise out of or result from, the Business, including without limitation the intellectual property assets described in Schedule 1.

2. **ITU Applications.** Notwithstanding the foregoing, the pending applications for the marks set forth in Schedule 1(B), together with any and all goodwill related to arising out of or resulting from the Business associated with the use of or symbolized by such applications (collectively, the “**ITU Applications**”) shall be retained by Assignor, and held and maintained in the name of Assignor on behalf of Assignee, until such time as the U.S. Patent and Trademark Office (the “**USPTO**”) accepts a duly filed Statement of Use for an applicable ITU Application. Until such time, Assignor hereby grants to Assignee a royalty-free license to freely use, sublicense and otherwise exploit the marks that are the subject of the ITU Applications in connection with the Business, subject to Assignee’s use in accordance with any

commercially reasonable quality control standards of Assignor. Upon acceptance of the applicable Statement of Use by the USPTO, all of Assignor's right, title and interest in and to, including without limitation all common law, statutory and other rights in and to, applicable ITU Application shall be deemed sold, contributed, transferred, assigned, conveyed and delivered to Assignee, and Assignor shall take such any such steps as may be required under Section 4 to effectuate such assignment.

3. **Recordation.** Assignor and Assignee acknowledge and agree that Assignee shall have the right, but not the obligation, to record this Assignment with any governmental entity, as may be required, customary or otherwise desirable to further the purposes of this Assignment and the assignment of Intellectual Property Assets hereunder, including, subject to Section 2, the ITU Applications).

4. **Further Assurances.** Assignor agrees to execute any and all other or additional instruments of transfer, assignment, assumption or novation, and to perform such other acts in respect of the Intellectual Property Assets, as may be reasonably requested by Assignee in order to further the purposes of this Assignment and the assignment of Intellectual Property Assets hereunder (including, subject to Section 2, the ITU Applications), including without limitation by executing and/or filing any applicable forms of assignment or consent necessary for filing before the USPTO, U.S. Copyright Office, equivalent offices in foreign jurisdictions and domain name registrars, as well as executing any associated Powers of Attorney necessary for Assignee to act on Assignor's behalf for the purposes of making such filings. To the extent the assignment of any particular Intellectual Property Asset would render such Intellectual Property Asset invalid or unenforceable, such Intellectual Property Asset shall be deemed not to have been assigned and shall be deemed retained by Assignor for the benefit of Assignee.

5. **Representations and Warranties.** Each party hereby represents and warrants to the other party that (a) it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation; (b) it has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby; (c) it has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby; and (d) it has duly executed this Agreement and this Agreement shall constitute its legal, valid and binding obligation, enforceable against the representing party in accordance with its terms. Assignor further represents and warrants that it has valid, good and marketable title to all of the Intellectual Property Assets and has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to Assignee all right, title and interest in and to such Intellectual Property Assets without penalty or other adverse consequences. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE INTELLECTUAL PROPERTY ASSETS ARE ASSIGNED ON AN "AS IS" BASIS, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS ASSIGNMENT OR THE INTELLECTUAL PROPERTY ASSETS, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

6. **Severability.** If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Assignment shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

7. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns and representatives. Except as may be expressly set forth herein, there are no third-party beneficiaries to this Agreement.

8. Amendment; Waiver. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Copies of executed counterparts transmitted by email or other electronic or digital means shall be considered as original executed counterparts for purposes hereof.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the date first set forth above.

ASSIGNOR

EQUINOX HOLDINGS, INC.

By: Paul J. Tizik
Name: Paul J. Tizik
Title: Executive Vice President, Chief
Financial Officer and Treasurer

ASSIGNEE

PRECISION RUN LLC

By: Harvey Spevak
Name: Harvey Spevak
Title: Executive Chairman and Managing
Partner

**SCHEDULE 1:
ASSIGNED INTELLECTUAL PROPERTY ASSETS**

A. Trademark Registrations and Applications:

Mark	Jurisdiction	Registration No. (Application No.)	Registration Date (Application Date)
PRECISION RUNNING	United States	4650514	12/2/2014
PRECISION RUNNING LAB	United States	(87831733)	(03/13/2018)
PRECISION RUNNING	Canada	(1889430)	(03/21/2018)
PRECISION RUN	Canada	Pending	(11/05/2018)
PRECISION RUNNING	European Union	016664781	04/12/2018
PRECISION RUN	European Union	(017979850)	(11/02/2018)
PRECISION RUN	United Kingdom	(00003350475)	(11/02/2018)

B. ITU Applications:

Mark	Jurisdiction	Application No.	Application Date
PRECISION RUN	United States	87908720	05/04/2018
FOR RUNNERS AND HATERS	United States	87956943	06/11/2018
RUN REBEL, RUN	United States	87957034	06/11/2018
RUN REBELLION	United States	87956997	06/11/2018

C. Unregistered Trademarks:



D. Domains and Social Media Accounts:

precisionrun.com
precision-run.com

precision-running.com
precision.run
precisionrun.fit
precisionrun.fitness
precisionrunning.fit
precisionrunning.fitness
precisionrunninglab.com
chprlab.com

Instagram: @precisionrun, @precision_run, and @precisionrunning

E. Content and Works of Authorship: All audio recordings, audiovisual materials, videos, photographs, workouts, routines, programming, training manuals and materials, and other content and works of authorship created, produced or developed by or primarily for the Business.