

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAME CREATIONS LIMITED		07/25/2019	Company:
RECEIVING PARTY DATA			
Name:	Albert Opco LLC		
Street Address:	1209 Orange Street		
Internal Address:	C/o The Corporation Trust		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2783051	PUREFITNESS	
Registration Number:	2631706	PUREFITNESS	
Registration Number:	2532217	PUREFITNESS	
Registration Number:	2629000	PURE FITNESS	
CORRESPONDENCE DATA			
Fax Number:	4158825400		
<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:	4158825300		
Email:	jbegler@nvlawllp.com		
Correspondent Name:	Jay Begler		
Address Line 1:	90 New Montgomery Street, Ninth Floor, N		
Address Line 2:	Ninth Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Jay Begler		
SIGNATURE:	/Jay Begler/		
DATE SIGNED:	07/26/2019		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is by and between NAME CREATIONS LIMITED hereinafter referred to as "Assignor"

And ALBERT OPCO LLC, a Limited Liability Company of the State of Delaware and having an address, c/o The Corporation Trust 1209 Orange Street Wilmington DELAWARE 19801 (hereinafter referred to as "Assignee,") is effective as of the date this agreement is executed by both parties, said date being referred to as the "Effective Date."

WHEREAS, Assignor is the owner of the following registered trademarks said trademarks being hereinafter referred to as the "Trademarks":

	Serial Number	Reg. Number	Word Mark
1	78007810	2532217	PUREFITNESS
2	78008226	2783051	PUREFITNESS
3	78007830	2831708	PUREFITNESS
4	76075512	2829000	PURE FITNESS

WHEREAS, Assignor wishes to sell and assign such Trademarks and Assignee desires to purchase such Trademarks,


NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Assignor irrevocably assigns, grants and transfers to Assignee, all of Assignor's worldwide right, title, and interest in and to the Trademarks, including any common law rights that may exist in the Trademarks, any trademark registrations and applications that may exist covering the Trademarks, together with the goodwill of the business symbolized by use of the Trademarks, and all other intellectual property rights, including without limitation, common law trademark rights, copyrights and trade dress rights it owns, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, and without limitation the entirety of the Trademark Assignment Agreement between Purefitness Holding Company, Inc. DBA Purefitness and Michael London of the one part and Name Creations Limited of the other part whose effective date was 22nd May 2019 including without limitations all rights and causes of action under



said Agreement which arise now or in the future the same to be held by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment").

2. Representations, Warranties. Assignor represents and warrants that:
- (i) Assignor has the full right to convey its entire right, title and interest herein assigned including without limitation, the Trademarks, any common law rights in such Trademarks and goodwill that may exist in the Trademarks.
 - (ii) The Assignor, will take no action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.
 - (iii) For a period of five years after the execution of this Assignment, Assignor will preserve all documents and records relating to the Trademarks, As used herein. As used in this paragraph "documents" shall include written documents and electronic documents such as emails.
 - (iv) Assignor is a Company duly organized and in good standing under the laws of England and Wales.
 - (v) Assignor has full right and authority enter into this Agreement and to consummate the transaction contemplated hereby.
 - (vi) All requisite corporate action has been taken by Assignor in connection with respect to entering into of this Agreement and the consummation of the transaction contemplated hereby.
 - (vii) The individual signing this Agreement on behalf of Assignor is duly authorized to do so.
 - (viii) Any and all consents and approvals which may be required in order for Assignor to enter into this Agreement or consummate the transaction contemplated hereby have been obtained.
 - (ix) This Agreement and all documents required hereby to be executed by Assignor are and shall be valid, legally binding obligations of and enforceable against Assignor, its successors and assigns in accordance with their terms.
 - (x) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction



or decree of any court, commission, bureau or agency to which Assignor is subject or by which Assignor is bound, or constitute a breach or default under any agreement or other obligation to which Assignor is a party or otherwise bound.

- (xi) To the best of Assignor's knowledge, it is the owner of all right, title and interest in the Trademark Registrations and the Trademark Registrations are valid and in good standing.
- (xii) There is no outstanding indebtedness incurred by Assignor for which a valid lien or other security interest has been filed against any of the Trademarks, nor are there any liens or security interests, regardless of type filed against any of the Trademarks.
- (xiii) To the best of the Assignor's knowledge, there is no past due fee or payment owing relating to the Trademarks
- (xiv) To the best of the Assignor's knowledge, after the health clubs using the Trademarks closed, steps were taken to maintain the marks in use and such steps were on a continuing basis.
- (xv) To the best of Assignor's knowledge, there are no pending or threatened, past and present infringement actions, oppositions or cancellations proceedings relating to the Trademarks,

3. Execution and Delivery. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure for Assignee the full right, title and interest in and to the Trademarks (including any common law rights and goodwill that may exist in the Trademarks) and Domain Names and to protect and enforce the Trademarks.

4. Post Execution Obligations of the Assignor. Upon the execution of this Agreement by both parties, the Assignor agrees to do the following:

- (i) Never to claim ownership in and to any of the Trademarks, nor to assert or claim that any of the Trademarks or this Agreement is invalid.
- (ii) Cease all use of the Trademarks including, without limitation, use of such Trademarks in any publication, electronic or otherwise, social media websites such as Facebook or LinkedIn



- (iii) Should the Assignee be involved in any type of proceeding involving any of the Trademarks, including without limitation litigation, administrative proceedings of any type including without limitation, oppositions, cancellation proceeding or concurrent use proceedings, Assignor will fully cooperate with Assignee

3. Miscellaneous.

- (i) Independent Contractors. The parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated.
- (ii) Assignment. Assignor may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Assignee, which it can withhold in its discretion.
- (iii) Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing, postage prepaid to the Assignor, and/or Assignee (as appropriate) and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a Assignor at the address set forth below or such other address as a Assignor last provided to the other by written notice:

If to Assignor: Name Creations Limited

Ground Floor
19 New Road
Brighton BN1 1UF
United Kingdom

If to Assignee: Albert Opco LLC

The Corporation Trust
1209 Orange Street
Wilmington
Delaware 19801



USA

- (iv) Modification and Waiver. The failure of the Assignor to enforce its rights of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
- (v) Governing Law. This Agreement shall be governed and interpreted under the laws of the State of New York without regard to the conflicts of law provisions thereof and jurisdiction and venue shall be deemed to vest in the Federal District Court, Southern District of New York.
- (vi) Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.
- (vii) Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- (viii) Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supercedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.
- (ix) Assignability: This agreement and may be assigned to any third party by the Assignee, in the absolute discretion of the Assignee.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

NAME CREATIONS LIMITED

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Dated: 6/25/2019

Signature: [Signature]

Name: WINDY FINE

Title: [Signature]

Signature: [Signature]

Name: P. DENHAM

Title: INTERNATIONAL DEV. DIRECTOR
ALBERT OP CO LLC

Dated: 7/25/2019

D. Karalli 7/25/19
Signed in Reston, VA