

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537563

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	05/24/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tough Mudder Incorporated		08/21/2019	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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87456891	TOUGH MUDDER BOOTCAMP	
<b>Serial Number:</b>	87456857	TOUGH MUDDER BOOTCAMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3362329075		
<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>	3362713175		
<b>Email:</b>	dsar@brookspierce.com		
<b>Correspondent Name:</b>	David W Sar		
<b>Address Line 1:</b>	P.O. Box 26000		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27420		
<b>ATTORNEY DOCKET NUMBER:</b>	ToughMudderBootcamp		
<b>NAME OF SUBMITTER:</b>	David W. Sar		
<b>SIGNATURE:</b>	/DavidWSar/		
<b>DATE SIGNED:</b>	08/21/2019		
<b>Total Attachments: 3</b>			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			

OP \$65.00 87456891

## 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; and

WHEREAS, the Agreement provides for the assignment of the entire portion of the business of Assignor to which the Marks pertain, which business is/was ongoing and existing at least as of the Effective Date;

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 on August \_\_\_\_, 2019, nunc pro tunc to the Effective Date.


**ASSIGNOR:**

**TOUGH MUDDER INCORPORATED**


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



**ASSIGNEE:**

**TOUGH MUDDER BOOTCAMP HOLDINGS, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Britt Canady  
Title: Manager

**EXHIBIT A**

MARK	JURISDICTION	APPLICATION SERIAL NUMBER	FILING DATE
 <p>(word and design)</p>	United States of America	87456891	May 19, 2017
 <p>(word and design)</p>	United States of America	87456857	May 19, 2017

Mark	Jurisdiction	Application Number	Application Date	International Class
Tough Mudder Bootcamp (word mark)	Canada	1,848,926	2017-07-24	25, 41
 <p>(word and device)</p>	Canada	1,848,932	2017-07-24	25, 41
 <p>(words and device)</p>	Canada	1,848,933	2017-07-24	25, 41