

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562739

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Movement Group, LLC		02/11/2020	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	El Cap Holdings, LLC		
<b>Street Address:</b>	600 5th Avenue, 27th Floor		
<b>Internal Address:</b>	c/o Tengram Capital Partners, LP		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5114656	MOVEMENT	
<b>Registration Number:</b>	5372568	MOVEMENT CLIMBING + FITNESS	
<b>Registration Number:</b>	5372571	MOVEMENT DENVER CLIMBING + FITNESS	
<b>Registration Number:</b>	5372570	MOVEMENT CLIMBING + FITNESS	
<b>Registration Number:</b>	5372569	MOVEMENT CLIMBING + FITNESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5132416234		
<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>	5132412324		
<b>Email:</b>	tremaklus@whe-law.com		
<b>Correspondent Name:</b>	Theodore R. Remaklus		
<b>Address Line 1:</b>	441 Vine Street		
<b>Address Line 2:</b>	2700 Carew Tower		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	TENGRAM-1-122		
<b>NAME OF SUBMITTER:</b>	Theodore R. Remaklus		
<b>SIGNATURE:</b>	/theodore r remaklus/		

OP \$140.00 5114656

<b>DATE SIGNED:</b>	02/19/2020
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made as of February 11, 2020 (the “Effective Date”) by and between Movement Group, LLC, a Colorado limited liability company whose office is located at 2845 Valmont Road, Boulder, Colorado 80301 (“Assignor”) and El Cap Holdings, LLC, a Delaware limited liability company whose office is located at c/o Tengram Capital Partners, LP, 600 5<sup>th</sup> Avenue, 27<sup>th</sup> Floor, New York, New York 10020 (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, Assignee (an indirect subsidiary of Assignor) wishes to assign the Assigned Trademark Rights (defined below) to Assignee; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to (i) the trademark registrations and trademark applications listed on Annex A hereto, together with all common law rights in the foregoing; (ii) all issuances, extensions and renewals of the foregoing; (iii) all rights to create new trademarks that incorporate the foregoing; (iv) all rights to request, apply for, file and register the foregoing; (v) all the goodwill of the business connected with the use of and symbolized by the foregoing; (vi) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (vii) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (i) – (vii), to be held and enjoyed by Assignee for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the “Assigned Trademark Rights”).

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-US governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its successors, legal representatives and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents, giving of testimony, execution of papers, and other assistance all to the extent deemed necessary or desirable by Assignee, its successors, legal representatives and/or assigns (a) for perfecting all right, title and interest herein conveyed; (b) for prosecuting any applications herein conveyed;

and (c) for legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Trademark Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

*[Signature page follows.]*

The undersigned parties, by their authorized representatives, have executed this Trademark Assignment effective as of the Effective Date:

**"ASSIGNEE":**

EL CAP HOLDINGS, LLC

By: Robert B Cohen  
Name: ROBERT B COHEN  
Title: CEO

**"ASSIGNOR"**

MOVEMENT GROUP, LLC

By: Robert B Cohen  
Name: ROBERT B COHEN  
Title: CEO

ANNEX A

ASSIGNED TRADEMARK RIGHTS

<b>Record Owner:</b>	<b>Trademark Name:</b>	<b>Jurisdiction:</b>	<b>Application Number &amp; Application Date:</b>	<b>Registration Number &amp; Registration Date:</b>
<b>Movement Group, LLC</b>	Movement	US	87094621 06-JUL-2016	5114656 03-JAN-2017
	Movement Climbing + Fitness	US	87046864 23-MAY-2016	5372568 09-JAN-2018
	Movement Denver Climbing + Fitness	US	87049462 25-MAY-2016	5372571 09-JAN-2018
	Movement Climbing + Fitness	US	87048303 24-MAY-2016	5372570 09-JAN-2018
	Movement Climbing + Fitness	US	87047954 24-MAY-2016	5372569 09-JAN-2018