

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568484

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900540679

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maidenform LLC		03/12/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ICON Health & Fitness, Inc.
Street Address:	1500 South 1000 West
City:	Logan
State/Country:	UTAH
Postal Code:	84321
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3755592	I-FIT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4357865220
Email: ip@iconfitness.com
Correspondent Name: Richard Chang
Address Line 1: 1500 South 1000 West
Address Line 2: Attn: Legal Department
Address Line 4: Logan, UTAH 84321

NAME OF SUBMITTER:	Richard Chang
SIGNATURE:	/Richard Chang/
DATE SIGNED:	03/23/2020

Total Attachments: 7

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TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (this "Agreement") is entered into as of February 11, 2020 (the "Effective Date") by and between ICON HEALTH & FITNESS, INC., having its principal place of business at 1500 South 1000 West, Logan, Utah 84321 ("Buyer"), and Maidenform LLC, having its principal place of business at 1000 East Hanes Mill Road, Winston-Salem, North Carolina 27105 ("Seller", and together with Buyer, the "Parties", and each, a "Party").

WHEREAS, Seller is the owner of all rights, title and interests in the trademark shown in U.S. Trademark Registration No. 3755592 for the mark *I-FIT* (the "Trademark"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all of Seller's rights, title, and interests in the Trademark, and all goodwill associated therewith, subject to the terms and conditions of this Agreement.

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:

SECTION 1

SALE AND ASSIGNMENT OF TRADEMARK

1.1. Seller hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers unto Buyer all worldwide right, title and interest in and to the Trademark, including all registrations (including without limitation the registration set out in the recitals) and any common law rights therein, and all goodwill associated with the Trademark.

SECTION 2

PURCHASE PRICE

2.1. Trademark Purchase Price. In consideration for the sale and assignment of rights and obligations of the Trademark, Buyer shall pay Seller Seven Thousand Five Hundred dollars (\$7,500) (the "Purchase Price"), to be paid by wire transfer to an account designated by Seller within ten (10) days following the date hereof.

SECTION 3

REPRESENTATIONS AND WARRANTIES

3.1. Seller hereby represents and warrants to Buyer as follows:

(A) Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, with all requisite power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(B) Authorization and Enforceability. Seller has the full authority to execute, deliver and perform this Agreement and consummate the transaction as contemplated herein. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited

by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.

(C) Title and Contest. Seller has good and marketable title to the Trademark, including without limitation all rights, title, and interest in the Trademark to sue for infringement thereof. The Trademark is free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer.

(D) No Conflict. Neither the execution, delivery or performance of this Agreement or the other agreements contemplated hereby nor the consummation of the transactions contemplated hereby or thereby will (i) conflict with, or result in a violation or breach of the terms, conditions or provisions of, or constitute a default under any agreement, indenture or other instrument under which Seller is bound or to which the Trademark is subject, or result in the creation or imposition of any security interest, lien, charge or encumbrance upon the Trademark or (ii) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over Seller, or the Trademark.

(E) Existing Licenses. No rights or licenses have been granted by Seller under the Trademark.

(F) Restrictions on Rights. Subject to the terms of this Agreement, Buyer will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Trademark as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Trademark.

(G) Fees and USPTO Matters. All required filings and fees related to the Trademark have been timely filed with and paid to the United States Patent and Trademark Office ("USPTO") and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing.

3.2. Buyer hereby represents and warrants to Seller as follows:

(A) Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, with all requisite power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(B) Authorization and Enforceability. Buyer has the full authority to execute, deliver and perform this Agreement and consummate the transaction as contemplated herein. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.

Buyer agrees that it shall not object, challenge or otherwise seek to prevent the sale of remaining inventory by Seller, its affiliates, or its customers of Product bearing the Trademark for a period of nine (9) months.

SECTION 4

DELIVERIES AND OBLIGATIONS

4.1. Deliveries of Seller.

(A) On the Effective Date, Seller shall deliver to Buyer an executed original of the Assignment of Trademark Rights, attached hereto as Exhibit A (the "Assignment").

(B) On the Effective Date, Seller shall deliver all files and original documents owned or controlled by Seller relating to the Trademark.

(C) Following the Effective Date, at the request of Buyer, Seller shall deliver any further instruments of transfer and take all reasonable action as may be necessary or appropriate to vest in Buyer good and marketable title to the Trademark.

4.2. Filing of Assignment. Seller authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Agreement or the Assignment upon request by Buyer.

4.3. Deliveries of Buyer. Within ten (10) days following the Effective Date, Buyer shall pay the Purchase Price to Seller.

SECTION 5

MISCELLANEOUS

5.1. Entire Agreement. This Agreement, including and together with all exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

5.2. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set forth in the preamble (or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

5.3. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

5.4. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

5.5. Amendment; Waiver. No amendment or waiver to this Agreement is effective unless it is in writing, identified as an amendment or waiver, as applicable, to this Agreement and signed by each Party.

5.6. Assignment. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of non-assigning Party. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement.

5.7. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

5.8. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto are governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

5.9. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement.

5.10. Legal Fees. Each Party hereto shall bear its own legal fees.

5.11. Transaction Taxes. Each Party shall be responsible for any taxes such Party may have as a result of the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

BUYER:

ICON HEALTH & FITNESS, INC.

By: Everett Smith

Name: Everett Smith

Title: Secretary

SELLER:

MAIDENFORM LLC

By: L. Lynnette Fuller - Anderson

Name: _____

Title: Vice President

EXHIBIT A

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") is made from Maidenform LLC, whose principal address is 1000 East Hanes Mill Road, Winston-Salem, North Carolina 27105 (the "Seller"), to ICON HEALTH AND FITNESS, INC., whose principal address is 1500 South 1000 West, Logan, Utah 84321 (the "Buyer").

Seller desires to assign to Buyer all of Seller's right, title and interest in and to the mark I-FIT, registration number 3755592 (the "Trademark"), pursuant to the Trademark Purchase Agreement entered into between the Seller and Buyer as of [March 12], 2020 (the "Trademark Purchase Agreement").

In consideration for entering into the Trademark Purchase Agreement and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Seller does hereby assign, transfer, grant, sell and otherwise convey to Buyer all of Seller's right, title and interest in and to the Trademark, including all common law rights therein and applications to register therefor.

Executed this 12th day of [March], 2020, at _____.

Seller:

Maidenform LLC.

By: Lynnette Filler Anderson

Its: The President

State of _____)

County of _____) ss:

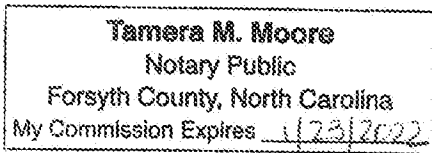
Before me personally appeared said _____ and acknowledged the foregoing instrument to be his free act and deed this _____ day of _____.

(Notary Public)

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

I certify that the following person personally appeared before me this day and acknowledged to me that he/she signed the foregoing document: Lynnette Fuller-Andrews.

Witness my hand and official seal, this the 12th day of March 2020.



Tamera M. Moore
Tamera M. Moore
Notary Public
My Commission Expires: January 23, 2022



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 23, 2020

PTAS

RICHARD CHANG
1500 SOUTH 1000 WEST
ATTN: LEGAL DEPARTMENT
LOGAN, UT 84321



900540679

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. Please correct the entity type of the Conveying Party on the cover sheet to reflect a LLC.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Wednesday, April 22, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900540679

Access Code: BR4W2TT23U5ENMX

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

ANGELA WHITE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION