

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Under Armour, Inc.		10/28/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	UA Connected Fitness, Inc.		
Street Address:	135 Townsend Street		
Internal Address:	Attn: Legal		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4316273	MYFITNESSPAL	
Registration Number:	4357908		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mrussell@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Mark Russell		
SIGNATURE:	/Mark Russell/		
DATE SIGNED:	11/13/2020		
Total Attachments: 6			
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OP \$65.00 4316273

EXHIBIT A

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered as of October 28, 2020 (the "Effective Date"), by and between Under Armour, Inc., a Maryland corporation ("Under Armour"), and UA Connected Fitness, Inc., a Delaware corporation ("UACF"). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in that certain Contribution Agreement, dated as of the date hereof, by and between Under Armour and UACF (the "Agreement"). Each of Under Armour and UACF are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, in accordance with the Agreement, Under Armour desires to convey, assign and transfer to UACF, and UACF desires to accept such conveyance, assignment and transfer from Under Armour, all of Under Armour's and its Affiliates (other than UACF) right, title and interest in, to and under all of the trademarks and service marks listed in Attachment 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the "Assigned Trademarks") and the domain names listed in Attachment 2 hereto (the "Assigned Domain Names").

NOW, THEREFORE, in consideration of the mutual promises made herein and in the Agreement, and other good and valuable consideration including one dollar (\$1.00 USD), the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the Parties agree as follows:

1. Assignment. Pursuant to and in accordance with the terms and conditions of this Trademark Assignment and the Agreement, effective as of the date hereof, Under Armour, on behalf of itself and its Affiliates (other than UACF), hereby irrevocably and unconditionally conveys, assigns and transfers to UACF, and UACF hereby accepts and acquires from Under Armour, all of Under Armour's and its Affiliates' (other than UACF) right, title and interest in, to and under (a) the Assigned Trademarks, including all goodwill associated therewith; and (b) the Assigned Domain Names and all registrations thereof; together with (c) all income, royalties, profits, and damages related thereto; (d) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (e) the right to bring Actions, defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (f) the right to fully and entirely stand in the place of Under Armour in all matters related thereto (all of the foregoing, collectively, the "Assigned Rights").

2. Assistance. Under Armour agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents and take all further actions reasonably requested by UACF (and at UACF's sole expense) to perfect, protect, secure or more fully evidence UACF's and its successors

or assignees' respective right, title and interest in, to and under the Assigned Rights, or to enable UACF or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any Action that may arise in connection with any of the rights assigned hereby and filing or recordation of this Assignment with any intellectual property office or registrar, or any other forms of assignment to record evidence of the transfer of the Assigned Rights in any jurisdiction anywhere throughout the world. Without limiting the Agreement, Under Armour agrees that within thirty (30) days from the Closing Date, Under Armour will transfer the Assigned Domain Names to an account and/or registrar controlled by UACF, unlock the Assigned Domain Names and provide UACF with all applicable AUTH CODEs.

3. Governing Law; Submission to Jurisdiction.

(a) Choice of Law. This Trademark Assignment, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Trademark Assignment or as an inducement to enter this Trademark Assignment) shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to any laws, rules or provisions of the State of Delaware that would require or permit the application of the laws, rules or provisions of another jurisdiction.

(b) Jurisdiction; Venue. The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in New Castle County, Delaware over all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment, or the negotiation, execution or performance of this Trademark Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in connection with this Trademark Assignment) and each Party hereby irrevocably agrees that all such claims and causes of action may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.


4. Counterparts; Interpretation. This Trademark Assignment may be executed in two or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. As used herein, the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

UNDER ARMOUR:

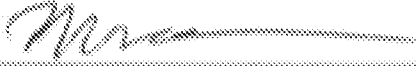
UNDER ARMOUR, INC.

By: 
Name: Mehri Shadman-Valavi
Title: Assistant Secretary

[Signature Page to the Trademark Assignment Agreement]

UACF:

UA CONNECTED FITNESS, INC.

By: 
Name: Mehri Shadman-Valavi
Title: Assistant Secretary

[Signature Page to the Trademark Assignment Agreement]

Attachment 1

Assigned Trademarks

Mark	Jurisdiction	Registration No.	Registration Date
MYFITNESSPAL	Australia	1548728	Jul 10, 2013
MyFitnessPal Logo	Australia	1554739	Jul 17, 2013
MYFITNESSPAL	Brazil	840395230	Jan 30, 2018
MYFITNESSPAL	Brazil	840395256	Nov 24, 2015
MYFITNESSPAL	Canada	TMA868760	Jan 10, 2014
MYFITNESSPAL Logo	Canada	TMA878448	May 22, 2014
MYFITNESSPAL	European Union	1152553	Jun 12, 2015
MYFITNESSPAL Logo	European Union	1156753	Mar 4, 2014
MYFITNESSPAL	Hong Kong	302499328	Jan 18, 2013
MYFITNESSPAL	India	2463920	Jan 21, 2013
MYFITNESSPAL	India	2463921	Jan 21, 2013
MYFITNESSPAL (Madrid)	International Bureau (WIPO)	1152553	Jan 8, 2013
MYFITNESSPAL Logo (Madrid)	International Bureau (WIPO)	1156753	Mar 5, 2013
MYFITNESSPAL	Japan	1152553	Feb 13, 2014
MYFITNESSPAL	New Zealand	974907	Jul 26, 2013
MYFITNESSPAL	Republic of Korea	1152553	Jul 1, 2014
MYFITNESSPAL	Russian Federation	1152553	Jul 7, 2014
MYFITNESSPAL	Singapore	T1305064B	Oct 28, 2014
MYFITNESSPAL	Taiwan R.O.C.	01610572	Nov 16, 2013
MYFITNESSPAL (Cls 9, 38, 42, 44)	United States of America	4316273	Apr 9, 2013
MYFITNESSPAL Logo (Cl 9)	United States of America	4357908	Jun 25, 2013

[Attachment 1 to Trademark Assignment Agreement]

Attachment 2

Assigned Domain Names

Domain Name	Domain Name	Domain Name
myfitnesspal.ch	myfitnesspal.sg	myfitnesspal.name
myfitnesspal.ie	myfitnesspal.sk	myfitnesspal.tv
myfitnesspal.lu	myfitnesspal.sv	mfpaws.com
myfitnesspal.ae	myfitnesspal.tel	myfitnesspal.cn
myfitnesspal.al	myfitnesspal.uy	myfitnesspal.com.cn
myfitnesspal.ci	myfitnesspal.ws	mypregnancypal.com
myfitnesspal.cl	myfitnesspal.com.br	myfitnesspalcorp.com
myfitnesspal.co.ao	myfitnesspal.it	myfitnesspallc.com
myfitnesspal.co.cr	myfitnesspal.net.br	mfpapitest.com
myfitnesspal.co.id	myfitnesspal.tk	mfpassets.com
myfitnesspal.co.il	myfitnesspal.fr	mydietfriend.com
myfitnesspal.co.ke	myfitnesspal.xxx	fitnessfriend.net
myfitnesspal.co.kr	myfitnesspal.se	fitnessfriend.com
myfitnesspal.com.de	myfitnesspal.be	myfitnesspalapi.com
myfitnesspal.com.gt	myfitnesspal.fm	myfitnesspal.com
myfitnesspal.com.hk	myfitnesspal.gs	myfitnesspal.net
myfitnesspal.com.pa	myfitnesspal.ms	myfitnesspal.org
myfitnesspal.com.ph	myfitnesspal.net.nz	myfitnesspal.ag
myfitnesspal.com.pr	myfitnesspal.nu	myfitnesspal.bz
myfitnesspal.com.vn	myfitnesspal.org.nz	myfitnesspal.com.ag
myfitnesspal.cz	myfitnesspal.vg	myfitnesspal.com.bz
myfitnesspal.do	myfitnesspal.am	myfitnesspal.com.tw
myfitnesspal.ec	myfitnesspal.at	myfitnesspal.firm.in
myfitnesspal.ee	myfitnesspal.nl	myfitnesspal.gen.in
myfitnesspal.hk	myfitnesspal.biz	myfitnesspal.idv.tw
myfitnesspal.hr	myfitnesspal.us	myfitnesspal.ind.in
myfitnesspal.hu	myfitnesspal.co.uk	myfitnesspal.me
myfitnesspal.is	myfitnesspal.de	myfitnesspal.me.uk
myfitnesspal.jp	myfitnesspal.info	myfitnesspal.net.ag
myfitnesspal.kr	myfitnesspal.com.co	myfitnesspal.net.in
myfitnesspal.la	myfitnesspal.net.co	myfitnesspal.org.ag
myfitnesspal.li	myfitnesspal.nom.co	myfitnesspal.org.in
myfitnesspal.lv	myfitnesspal.com.es	myfitnesspal.org.uk
myfitnesspal.mu	myfitnesspal.com.mx	myfitnesspal.tw
myfitnesspal.my	myfitnesspal.es	myfitnesspal.com
myfitnesspal.pe	myfitnesspal.mx	
myfitnesspal.ph	myfitnesspal.nom.es	
myfitnesspal.pk	myfitnesspal.org.es	
myfitnesspal.qa	myfitnesspal.cc	
myfitnesspal.ro	myfitnesspal.mobi	

[Attachment 1 to Trademark Assignment Agreement]

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RECORDED: 11/13/2020

**TRADEMARK
REEL: 007105 FRAME: 0310**