

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM626948

<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>
Body Firm Aerobics, LLC		06/01/2017	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vasa Fitness, LLC		
<b>Street Address:</b>	1259 South 800 East		
<b>City:</b>	Orem		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84097		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5011457	VASA FITNESS	
<b>Registration Number:</b>	5064742	VASA FITNESS	
<b>Registration Number:</b>	5093883	VASA FITNESS	
<b>Registration Number:</b>	5091721	V VASA FITNESS	
<b>Registration Number:</b>	5198031	V	
<b>Registration Number:</b>	5011458	V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015327543		
<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>	8013233320		
<b>Email:</b>	lessig@rqn.com		
<b>Correspondent Name:</b>	Lester K. Essig		
<b>Address Line 1:</b>	36 South State Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Lester K. Essig		
<b>SIGNATURE:</b>	/Lester K. Essig/		
<b>DATE SIGNED:</b>	02/18/2021		

OP \$165.00 5011457

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*Agreement*") is made and entered into this 1<sup>st</sup> day of June, 2017 ("*Effective Date*") by and between Body Firm Aerobics, LLC, a Utah limited liability company, with an address at 1259 South 800 East, Orem, Utah 84097 ("*Assignor*"), and Vasa Fitness, LLC, a Delaware limited liability company, with an address at 1259 South 800 East, Orem, Utah 84097 ("*Assignee*").

A. Assignor is owner of all right, title and interest in and to those service marks, trademarks and trade names set forth in Exhibit A, attached herewith and by this reference made a part hereof, and any others not listed therein that it may have ownership rights in that have been used in connection with the services, goods and/or business of Assignee or pursuant to license arrangements involved related parties prior to the date of this Agreement, all as used in any form, design, color, size, print style or medium, with and without accompanying logos and/or slogans, and including all applications and registrations for all of the foregoing (all of the foregoing service marks, trademarks and trade names, and all of the foregoing applications, registrations and other rights, are hereinafter collectively referred to as the "*Marks*").

B. As owner of the Marks Assignor has set standards of quality, inspected and enforced said standards on its own behalf and/or through its related designees, it has used the Marks on its own behalf and/or through its license arrangements involving related parties, and it has otherwise retained control of the nature and quality of services and goods offered in connection with the Marks.

C. Assignor has adopted and used and is the owner of all right, title and interest in and to certain domain names set forth in Exhibit A, and any other not listed therein that it may have ownership rights in that have been used in connection with the business of Assignee, its parent entities, affiliates, assigns and licensees prior to the date of this Agreement, including all registrations for all of the foregoing (all of the foregoing domain names, registrations and other rights are hereinafter collectively referred to as the "*Domain Names*", which together with all Marks shall collectively referred to herein as "*Intellectual Property*").

D. Assignor wishes to assign, and Assignee wishes to receive, all of Assignor's right, title and interest in and to the Intellectual Property and related rights as set forth hereafter.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby unconditionally assigns, transfers, grants, conveys, sells and relinquishes to Assignee, forever, and Assignee hereby accepts, all of Assignor's right, title and interest, throughout the world, in and to (a) all Intellectual Property, including, without limitation, all service mark rights, trademark rights, trade name rights, common law rights, copyrights, domain names, registration rights, pending application rights, and other rights in the foregoing; (b) the goodwill of the business symbolized by the foregoing; (c) all documents, items and materials relating to ownership of the foregoing; (d) all agreements, licenses, sublicenses, benefits and advantages relating to use of the foregoing; (e) the right to file any further applications, registrations, renewals or extensions under any law, convention or treaty with respect to the foregoing; (f) the right to take any and all actions, enforce rights, and recover, for any past, present or future infringements with respect to the foregoing; and (g) all

other powers, privileges and rights with respect to the foregoing (all of the foregoing are hereinafter collectively referred to as the "*Assigned Rights*").

2. Delivery. Assignor shall deliver and otherwise surrender possession of all documents, items and materials relating to ownership of the Assigned Rights to Assignee upon execution of this Agreement. Assignor shall sign and deliver all other documents, items and materials to, and cooperate with and undertake and perform all tasks reasonably requested by, Assignee, to make the assignment and other provisions of this Agreement effective and to allow Assignee to record, register, assign and otherwise perfect and improve Assignee's rights in the Assigned Rights.

3. Representations. Assignor acknowledges, agrees, represents and warrants that: (a) Assignee shall be and is now, as a result of the foregoing, exclusive owner of all of Assignor's right, title and interest in the Assigned Rights; (b) Assignor will not hereafter grant or enter into any additional assignments, licenses, leases or other agreements with third parties relating to or adversely affecting the Assigned Rights; and (c) Assignee is not assuming any liabilities whatsoever under this Agreement, except as required by law.

4. Payment. In addition to any other consideration provided by Assignee, Assignee shall pay Assignor One Hundred Dollars (\$100.00) by good and valid check for the rights granted under this Agreement.

5. Recordation. The Commissioner for Trademarks, the United States Copyright Office, the Utah Division of Corporations, and other state, federal, commercial, private, foreign and international agencies, representatives, registrars and businesses are hereby requested to permit the recordation of this Agreement and to make corresponding changes to their respective registries to identify Assignee as owner of the Intellectual Property, all Assigned Rights, and related goodwill.

6. Miscellaneous. This Agreement shall be governed by the laws of the state of Utah and applicable federal law, without regard to Utah conflicts of law provisions. The headings herein are for reference only and shall not define or limit the provisions hereof. This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, whether written or oral, as may relate to the same, are hereby superseded by this Agreement with respect to the subject matter of this Agreement. This Agreement is fully assignable by the parties. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

*Signature Page to Follow*

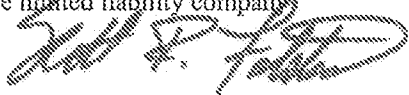
IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the Effective Date stated above.

ASSIGNOR:

BODY FIRM AEROBICS, LLC,  
a Utah limited liability company

By its Manager: VASA Target, LLC, a Utah  
limited liability company

By its Manager: VASA Fitness, LLC, a  
Delaware limited liability company

By:   
Scott Felsted, Vice President

ASSIGNEE:

VASA FITNESS, LLC, a Delaware limited  
liability company

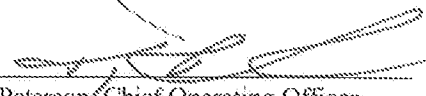
By:   
Troy Peterson, Chief Operating Officer

EXHIBIT A

A. SERVICE MARKS, TRADEMARKS AND TRADE NAMES

<u>Service Marks, Trademarks and Trade Names</u>	<u>Application or Registration Number</u>
VASA FITNESS	5011457 (United States)
VASA FITNESS	5064742 (United States)
VASA FITNESS	5093883 (United States)
V VASA FITNESS (LOGO)	5091721 (United States)
V (LOGO)	5198031 (United States)
V (LOGO)	5011458 (United States)
VASA LIFE	
VASA FAMILY	
VASA COACH	
VASA REWARDS	
VASA+UP	
VASAFIED	
UPLIFT	

B. DOMAIN NAMES

vasafitness.com  
vasafitness.net  
vasafitness.co  
vasa.fitness  
bestgymever.com