

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beachbody, LLC		06/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Openfit, LLC		
Street Address:	3301 Exposition Blvd., Third Floor		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90064753	EVERY STEP	
CORRESPONDENCE DATA			
Fax Number:	2157012273		
<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>			
Phone:	2156657273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street		
Address Line 2:	Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	BBDY1264US/127162		
NAME OF SUBMITTER:	Camille M. Miller		
SIGNATURE:	/Camille M. Miller/		
DATE SIGNED:	06/14/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (such agreement, together with the Schedule attached hereto, the "Agreement") is executed as of this 10th day of June, 2021 (the "Execution Date") by and between, is Beachbody, LLC, a Delaware limited liability company with a place of business at 3301 Exposition Blvd., Third Floor, Santa Monica, CA 90404 and Openfit, LLC a Delaware limited liability company, with a place of business at 3301 Exposition Blvd., Santa Monica, CA 90404 (each of the foregoing, a "Party" and, collectively, the "Parties").

RECITALS:

WHEREAS, Beachbody, LLC is the owner of certain Trademarks (as defined below);

WHEREAS, pursuant to the terms and conditions of this Agreement, Beachbody, LLC wishes to assign, transfer, and convey to Openfit, LLC, and Openfit, LLC wishes to accept from Beachbody, LLC, all of Beachbody, LLC's rights, title, and interests in and to the Trademarks;

WHEREAS, pursuant to the terms and conditions of this Agreement, and as a result of this Agreement, the Parties intend Openfit, LLC to be the sole and exclusive owner of all rights, title, and interest in and to the Trademarks; and

NOW, THEREFORE, for and in light of the mutual promises set forth herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE ONE

ASSIGNMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beachbody, LLC hereby conveys, transfers, and assigns to Openfit, LLC and hereby accepts all of Beachbody, LLC's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the Trademarks and business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark application set forth on Schedule 1 hereto, the transfer of such application accompanies, pursuant to this Agreement, the transfer of that portion of the business to which the Trademark pertains, and that business is ongoing and existing;

(b) all rights of Beachbody, LLC accruing under any of the foregoing relating to the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all claims and causes of action relating to the Trademarks with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Commissioner for Trademarks in the United States Patent and Trademark Office and the United Kingdom Intellectual Property Office are hereby authorized to record and register this Trademark Assignment.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision of any other jurisdiction.

For: Beachbody, LLC

By: Jonathan Gelfand
Name: Jonathan Gelfand
Title: Chief Legal Officer & SVP Business Development
Date: June 2, 2021

For: Openfit, LLC

By: Jonathan Gelfand
Name: Jonathan Gelfand
Title: Chief Legal Officer & SVP Business Development
Date: June 2, 2021

SCHEDULE 1
Assigned Trademarks/Registrations

Mark	Jurisdiction	Application Number	Filing Date
EVERY STEP	United States	90/064,753	July 21, 2020
EVERY STEP	United Kingdom	00003513934	July 20, 2020