

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM660348

<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>
Ladder, LLC		06/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Openfit, LLC		
<b>Street Address:</b>	3301 Exposition Blvd.		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90474057	LADDER	
<b>Serial Number:</b>	90474723	LADDER	
<b>Registration Number:</b>	5777248		
<b>Registration Number:</b>	5801063	LADDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157017273		
	<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>	2156657273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	1650 Market Street, Suite 2800, One Libe		
<b>Address Line 2:</b>	One Liberty Place		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Camille M. Miller		
<b>SIGNATURE:</b>	/Camille M. Miller/		
<b>DATE SIGNED:</b>	07/15/2021		
<b>Total Attachments: 3</b>			
source=Assignment - Ladder to Openfit#page1.tif			

OP \$115.00 90474057

source=Assignment - Ladder to Openfit#page2.tif

source=Assignment - Ladder to Openfit#page3.tif

## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (such agreement, together with the Schedule attached hereto, the "Agreement") is executed as of this 30th day of June, 2021 (the "Execution Date") by and between, Ladder, LLC, a Delaware limited liability company with a place of business at 4551 Glencoe Avenue, Suite 340 Marina Del Rey, CA 90292 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, Ladder, LLC is the owner of certain Trademarks (as defined below);

WHEREAS, pursuant to the terms and conditions of this Agreement, Ladder, LLC wishes to assign, transfer, and convey to Openfit, LLC, and Openfit, LLC wishes to accept from Ladder, LLC, all of Ladder, 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, Ladder, LLC hereby conveys, transfers, and assigns to Openfit, LLC and hereby accepts all of Ladder, 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 applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to this Agreement, the transfer of that portion of the business to which the Trademarks pertains, and that business is ongoing and existing;
  - b. all rights of Ladder, 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: Ladder, LLC**

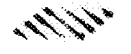


By: Christina Cartwright  
Name: Christina Cartwright  
Title: VP/GM, Ladder  
Date: 7/15/2021

**For: Openfit, LLC**

By: Jonathan Gelfand  
Name: Jonathan Gelfand  
Title: Chief Legal Officer & SVP Business Development  
Date: June 30, 2021

**SCHEDULE 1**  
**Assigned Trademarks/Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App./Reg. Number</b>	<b>Filing/Reg. Date</b>
 <b>LADDER</b>	United States	90/474,057	January 19, 2021
	United Kingdom	UK00003580474	21 May 2021
 <b>LADDER</b>	United States	90/474/723	January 19, 2021
	United Kingdom	UK00003580476	21 May 2021

 <b>LADDER</b>	United States	5777248	June 11, 2019
 <b>LADDER</b>	United States	5801063	July 9, 2019
 <b>LADDER</b>	United Kingdom	UK00801460263	13 September 2019