

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flywheel Sports, Inc.		07/17/2021	Corporation:
RECEIVING PARTY DATA			
Name:	FW SPV, LLC		
Street Address:	111 W. 33rd Street		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	88728337	FLYWHEEL HOME BIKE	
Serial Number:	88402694	FLYRX	
Serial Number:	87428148	FLY FIERCE	
Serial Number:	87683896	FLYANYWHERE	
Serial Number:	87553164	THE FLY CHALLENGE	
Serial Number:	87553225	FLY FAM	
Serial Number:	87553179	THE FLY SHOP	
Serial Number:	87553087	FLYWHEEL	
Serial Number:	87553109	FLY	
Serial Number:	87553129	FLYWHEEL	
Serial Number:	87453266	FLY	
Serial Number:	87453290	FLYBARRE	
Serial Number:	87453282	FLYWHEEL	
Serial Number:	86900571	POWER YOUR LIFE	
Serial Number:	86246605	FLYWHEEL	
Serial Number:	85203481	FLYBARRE	
Serial Number:	85199964	FLYWHEEL	
Serial Number:	85773008	TORQBOARD	

OP \$765.00 88728337

Property Type	Number	Word Mark
Serial Number:	85748826	FLY BARRE
Serial Number:	85554414	STADIUM CYCLING
Serial Number:	85553715	FLY FLYWHEEL
Serial Number:	85553705	FLYWHEEL
Serial Number:	85369770	FLY
Serial Number:	85368557	NEVER COAST
Serial Number:	85368555	NEVER COAST
Serial Number:	85368554	NEVER COAST
Serial Number:	77865300	FLYWHEEL SPORTS
Serial Number:	77865290	FLYWHEEL SPORTS
Serial Number:	88094452	FLYRECOVER
Serial Number:	88094475	FLYBARRE

CORRESPONDENCE DATA

Fax Number: 2134034906

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: 2133379972

Email: hcannom@wscllp.com

Correspondent Name: Hannah Cannom

Address Line 1: 500 Molino Street, Suite 118

Address Line 4: Los Angeles, CALIFORNIA 90013

NAME OF SUBMITTER:	Hannah L. Cannom
SIGNATURE:	/Hannah L. Cannom/
DATE SIGNED:	07/27/2021

Total Attachments: 9
source=Flywheel to FW SPV LLC#page1.tif
source=Flywheel to FW SPV LLC#page2.tif
source=Flywheel to FW SPV LLC#page3.tif
source=Flywheel to FW SPV LLC#page4.tif
source=Flywheel to FW SPV LLC#page5.tif
source=Flywheel to FW SPV LLC#page6.tif
source=Flywheel to FW SPV LLC#page7.tif
source=Flywheel to FW SPV LLC#page8.tif
source=Flywheel to FW SPV LLC#page9.tif

Assignment of Trademark

WHEREAS, pursuant to the Asset Purchase Agreement between the parties dated January 20, 2021 (the "APA"), Angela Tese-Milner, as trustee in the Bankruptcy Cases, as that is defined in the APA, on behalf of Flywheel Sports Parent, Inc. and Flywheel Sports, Inc., a Delaware corporation, which, as of September 14, 2020 maintained its principal place of business at 53 W. 23rd Street, 9th Floor, New York, New York 10010 (hereinafter together, the "Assignor") is the owner of the trademarks as shown in Exhibit A (hereinafter referred to as "the Marks"), as set forth on attached Schedule A; and

WHEREAS, FW SPV LLC, a Delaware limited liability company, with a principle place of business located at 111 West 33rd Street, 19th Floor, New York, New York 10001 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Marks and the applications and registrations therefor, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

WHEREAS, Assignor confirms that there are no current legal proceedings against any of the Marks;

NOW, THEREFORE, for good and valuable consideration in the amount of \$10.00, receipt of which is hereby acknowledged, effective as of April 20, 2021 (the "Effective Date"), Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof.


Assignor agrees to execute and deliver at the request of the assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Executed On Behalf of:	Flywheel Sports, Inc.
Dated <u>7-17</u> , 2021	By: <u>Angela Luce Milnes as Trustee</u>
	Its: _____

STATE OF New York
 COUNTY OF Suffolk

On this 17 day of July 2021, before me, a Notary Public in and for the State and County identified above, personally appeared Angela Luce Milnes, known by me to be the person above named and the person who signed this instrument, who acknowledged that he signed it as a free act.

Deborah Orlovski
 Notary Public
 Notary Public, State of New York
 No. 01OR628392
 Qualified in Suffolk County
 Commission Expires 05/13/20 25



Accepted:	FW SPV, LLC
Dated _____, 2021	By: _____
	Its: _____

STATE OF _____
 COUNTY OF _____

On this ___ day of _____ 2021, before me, a Notary Public in and for the State and County identified above, personally appeared _____, known by me to be the person above named and the person who signed this instrument, who acknowledged that he signed it as a free act.

 Notary Public

Executed On Behalf of: Flywheel Sports, Inc.
Dated _____, 2021 By: _____
Its: _____

STATE OF _____
COUNTY OF _____

On this ___ day of _____ 2021, before me, a Notary Public in and for the State and County identified above, personally appeared _____, known by me to be the person above named and the person who signed this instrument, who acknowledged that he signed it as a free act.

Notary Public

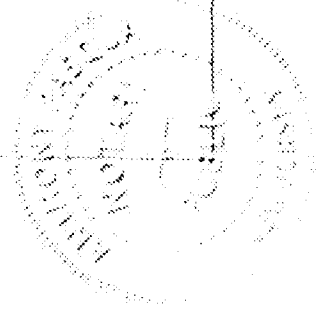
Accepted: FW SPV, LLC
Dated July 19, 2021 By: [Signature]
Its: Managing Member

STATE OF NY
COUNTY OF NY

On this 19 day of July 2021, before me, a Notary Public in and for the State and County identified above, personally appeared Dan Ch... known by me to be the person above named and the person who signed this instrument, who acknowledged that he signed it as a free act.



[Signature]
Notary Public




ANTHONY PASQUA
Commission # 50030952
Notary Public, State of New Jersey
My Commission Expires
January 27, 2026



Schedule A

The below Schedule A corresponds to the Assignment of Trademark Agreement and is incorporated therein by reference as of the date of the above signatures.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
FLYWHEEL HOME BIKE	88727337	December 16, 2019	6100351	July 14, 2020
FlyRX	88402694	April 25, 2019	5902543	November 5, 2019
FLY FIERCE	87428148	April 27, 2017	5504415	June 26, 2018
FLYANYWHERE (Stylized) FLYANYWHERE	87683896	November 14, 2017	5852295	September 3, 2019
THE FLY CHALLENGE	87553164	August 2, 2017	5426938	March 20, 2018
FLY FAM	87553225	August 2, 2017	5401638	February 13, 2018
THE FLY SHOP	87553179	August 2, 2017	5608069	November 13, 2018
FLYWHEEL	87553087	August 2, 2017	5932519	December 10, 2019
FLY & Design 	87553109	August 2, 2017	5587504	October 16, 2018
FLYWHEEL (Stylized) FLYWHEEL	87553129	August 2, 2017	5932520	December 10, 2019
FLY & Design 	87453266	May 17, 2017	5346398	November 28, 2017
FLYBARRE (Stylized) FLYBARRE	87453290	May 17, 2017	5340759	November 21, 2017
FLYWHEEL (Stylized) FLYWHEEL	87453282	May 17, 2017	5340758	November 21, 2017
POWER YOUR LIFE	86900571	February 8, 2016	5387263	January 23, 2018
FLYWHEEL	86246605	April 9, 2014	4677824	January 27, 2015

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
FLYBARRE	85203481	December 21, 2010	4109992	March 6, 2012
FLYWHEEL	85199964	December 16, 2010	3985839	June 28, 2011
TORQBOARD	85773008	November 6, 2012	4576609	July 29, 2014
FLY BARRE & Design 	85748826	October 9, 2012	4679306	January 27, 2015 *
STADIUM CYCLING	85554414	February 28, 2012	4270062	January 1, 2013
FLY FLYWHEEL & Design 	85553715	February 27, 2012	4217593	October 2, 2012
FLYWHEEL	85553705	February 27, 2012	4217592	October 2, 2012
FLY & Design 	85369770	July 12, 2011	4203459	September 4, 2012
NEVER COAST	85368557	July 11, 2011	4207416	September 11, 2012
NEVER COAST	85368555	July 11, 2011	4207415	September 11, 2012
NEVER COAST	85368554	July 11, 2011	4207414	September 11, 2012
FLYWHEEL SPORTS	77865300	November 4, 2009	3938710	March 29, 2011
FLYWHEEL SPORTS	77865290	November 4, 2009	4102794	February 21, 2012
FLYRECOVER	88094452	August 27, 2018	5721134	April 9, 2019
FLYBARRE	88094475	August 27, 2018	5721135	April 9, 2019

International (Non-U.S.) Trademarks

Country	App. No.	Reg. No.	IR No.	Word Mark	Live/Dead	Mark Type	Intern at'l Classes	Filing Date	Reg. Date
Argentina	3247160	2662586		Flywheel	Live	Word	25		2014.07.11
Argentina	3247162	2662588		Flywheel	Live	Word	41		2014.07.11
Australia		1563911	IR 1163136	FLYWHEEL	Live	Word	25, 41	2013.04.23	2013.10.23
Australia	1740360	1740360	IR 1277564	FLYBEATS	Live	Word	25, 35, 41	2015.10.19	2015.10.19
Australia	1811263		IR 1320372	BUILT FOR LIFE	Live	Word	25, 35, 41, 42	2016.08.05	2016.08.05
Brazil		840500920		Flywheel	Live	Word	25	2013.04.30	2016.01.26
Brazil		840500955		Flywheel	Live	Word	41	2013.04.31	2016.01.26
Canada	1661437	TMA914, 968		NEVER COAST	Live	Word	10, 25, 35, 41	2014.01.28	2015.09.23
Canada	1707875	TMA950 150		Fly Flywheel	Live	Design	41	2014.12.18	2016.09.22
Canada	1514556	TMA863 296		FLYWHEEL SPORTS	Live	Word	25, 35, 41	2011.02.09	2013.10.22
Chile	1055788	1071255		Flywheel	Live	Word	25, 41	2013.04.26	2014.01.09
China		13518234		Fly Flywheel	Live	Design	41	2013.11.11	2015.07.14
China		16760518		FLYWHEEL & design	Live	Word and design	41		2017.01.21
China		G1277564	IR 1277564	Flybeats		Word	25, 41	2015.10.19	2015.10.19
Columbia		13147103	IR 1163136	Flywheel	Live	Word	25, 41	2013.04.23	2013.04.23
Costa Rica	2013-0003903	230324		Flywheel	Live	Word	41	2013.05.07	2013.10.04
Costa Rica	2013-0003904	230396		Flywheel	Live	Word	25	2013.05.07	2013.10.10
Egypt		1163136	IR 116313	Flywheel		Word	25, 41	2013.04.23	2013.04.23

Country	App. No.	Reg. No.	IR No.	Word Mark	Live/Dead	Mark Type	Intern at'l Classes	Filing Date	Reg. Date
			6						
European Union		10763761		Fly Flywheel	Live	Word and Design	41	2012.03.28	2012.08.07
European Union		9719089		Flywheel Sports	Live	Word	25, 35, 41	2011.02.08	2011.07.12
European Union		10763589		Fly Flywheel Sports	Live	Word and Design	25	2012.03.27	2012.08.07
European Union		10772093		Flywheel	Live	Word	41	2012.03.30	2012.07.23
European Union		9720616		Fly	Live	Design	35, 41	2011.02.08	2012.04.20
UK		UK00909719089		FLYWHEEL SPORTS	Live	Word	25, 35, 41	08.02.2011	
UK		UK00909720616		FLY	Live	Word and Design	35, 41	08.02.2011	
UK		UK00910763589		FLY	Live	Word and Design	25	2703.2012	
UK		UK00910763761		Fly Flywheel	Live	Word and Design	41	2012.03.28	
UK		UK00910772093		Flywheel	Live	Word and Design	41	2012.03.30	
Hong Kong		301831428		Flywheel Sports	Live	Word	41	2011.02.11	2011.02.11
Hong Kong		303571047		FLYBEATS	Live	Word	25, 35, 41		2015.10.20
Hong Kong	86900571	303860668		POWER YOUR LIFE	Live	Word	25, 35, 41, 42		2016.08.05
Hong Kong	86900589	303860677	1320372	BUILT FOR LIFE	Live	Word	25, 35, 41, 42		2016.08.05
India	2612134			Flybarre	Live	Word	41	2013.10.10	2013.10.1

Country	App. No.	Reg. No.	IR No.	Word Mark	Live/Dead	Mark Type	Intern at'l Classes	Filing Date	Reg. Date
India	2625652			Flywheel	Live	Word	25, 41	2013.11.11	4
Kenya		1856323	IR 1163136	Flywheel	Live	Word	25, 41	2013.04.23	2013.04.23
Kuwait	142921	128074		Flywheel	Live	Word	25	2013.08.27	2013.08.27
Kuwait	142922	121232		Flywheel	Live	Word	41	2013.08.27	2013.08.27
Lebanon	8545	153294		Flywheel	Live	Word	25, 41	2013.09.16	2013.09.16
Mexico		1163136	IR 1163136	Flywheel	Live	Word	25, 41	2013.04.23	2013.04.23
Panama		222621		Flywheel	Live	Word and Design	25, 41		2013.05.02
Panama		225582		Flybarre	Live	Word and Design	41		2013.08.19
Peru	531525-2013	77773		Flywheel	Live	Word	41		2013.08.19
Peru	531524-2013	201321		Flywheel	Live	Word	25		2013.08.09
Qatar	76833	76833		Fly and Design	Live	Design	41	2012.09.16	2012.09.17
Qatar	76834	76834		Fly Flywheel and Design	Live	Design	41	2012.09.16	2012.09.17
Qatar	76835	76835		Flywheel	Live	Word	41	2012.09.16	2012.09.17
Russia		1163136	IR 1163136	Flywheel	Live	Word	25, 41	2013.04.23	2013.04.23
Saudi Arabia	185628	143311095		Flywheel	Live	Device	41	2012.08.27	2014.04.25
Saudi Arabia	185626	143311093		Flywheel	Live	Word	41	2012.08.27	2014.04.25
Singapore	T1101474F	T1101474F		Flywheel Sports	Live	Word	41	2011.02.09	2011.02.09
Singapore	T1101475D	T1101475D		Fly in Circle	Live	Design	41	2011.02.09	2011.02.09

Country	App. No.	Reg. No.	IR No.	Word Mark	Live/Dead	Mark Type	Intern at'l Classes	Filing Date	Reg. Date
				Logo					
Singapore		40 20152193 6U	IR 127756 4	Flybeats	Live	Word	25, 35, 41	2015.10.19	2015.10.19
Taiwan		1787167		Flybeats	Live	Word	25, 35, 41		2016.08.16
Taiwan		1856323		POWER YOUR LIFE	Live	Word	25, 35, 41, 42		2016.07.16
Taiwan		1856324		BUILT FOR LIFE	Live	Word	25, 35, 41, 42		2016.07.16
UAE	172467	172467		Fly & Design	Live	Design	41	2012.04.24	2013.11.18
UAE	172468	172468		Fly Flywheel & Design	Live	Design	41	2012.04.24	2013.10.08
UAE	172466	172466		Flywheel	Live	Word	41	2012.04.24	2013.10.20
UAE	196706	196706		Flybarre	Live	Word	41	2013.08.21	2017.06.20
Venezuela	2013- 008027	P339331		Flywheel	Live	Word	25	2013.05.07	2014.09.04
Venezuela	2013- 008028	S058017		Flywheel	Live	Word	41	2013.05.07	2014.09.04