

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palm Ventures LLC		02/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Myx Fitness, LLC		
Street Address:	19 W. Elm Street		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87148680	MYMIX	
Serial Number:	87460616	MYX	
Serial Number:	87860813	MYX	
Serial Number:	87860883	MYX	
Serial Number:	87979137	MYX	
Serial Number:	88438097	MYX	
Serial Number:	88437460	REAL FITNESS FOR REAL PEOPLE	
Serial Number:	88612752	REAL RESULTS FOR REAL LIFE	
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, Suite 2800		
Address Line 2:	Cozen O'Connor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Camille M. Miller		

OP \$215.00 87148680

SIGNATURE:	/Camille M. Miller/
DATE SIGNED:	08/03/2021
Total Attachments: 10 source=Myx Fitness - Palm IP Assignment Agreement #page1.tif source=Myx Fitness - Palm IP Assignment Agreement #page2.tif source=Myx Fitness - Palm IP Assignment Agreement #page3.tif source=Myx Fitness - Palm IP Assignment Agreement #page4.tif source=Myx Fitness - Palm IP Assignment Agreement #page5.tif source=Myx Fitness - Palm IP Assignment Agreement #page6.tif source=Myx Fitness - Palm IP Assignment Agreement #page7.tif source=Myx Fitness - Palm IP Assignment Agreement #page8.tif source=Myx Fitness - Palm IP Assignment Agreement #page9.tif source=Myx Fitness - Palm IP Assignment Agreement #page10.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) is entered into as of February 9, 2021 (the “Effective Date”), by and among Palm Ventures LLC (“Palm Ventures”) and its affiliated entities, Myx Brand Holdings, LLC (“Myx Brand Holdings”), Myx Health, LLC (“Myx Health”), Myx Fitness Holdings, LLC (“Myx Fitness Holdings”), Myx Fitness Studio Holdings, LLC (“Myx Fitness Studio”), Myx Kitchen Holdings, LLC (“Myx Kitchen”), Myx Markets, LLC (“Myx Markets”), and Myx Drinks, LLC (“Myx Drinks”) (the “Myx Entities,” and together with Palm Ventures, each an “Assignor” and collectively, the “Assignors”), and Myx Fitness, LLC (“Myx Fitness” or “Assignee”). Each Assignor and Assignee may be referred to herein individually as a “Party,” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Assignee operates a business that uses the “Myx” trademarks and domain names (the “Assignee Business”);

WHEREAS, Assignors wish to assign to Assignee all right, title and interest (including all intellectual property rights) in and to (a) all “Myx”-related (a) trademark registrations and applications for certain trademarks and all goodwill related thereto (“Myx Marks”), (b) domain names (“Myx Domains”), and (c) social media handles (“Myx Social Media Handles”), including without limitation those items listed on Schedule A hereto (collectively, the “Myx IP”),

WHEREAS, Assignee wishes to accept from Assignors, all of Assignors’ right, title, and interest in, to, and under the Myx IP; and

WHEREAS, concurrently herewith, Assignors and Assignee have entered into an Intellectual Property License Agreement dated as of February 9, 2021 (“License Agreement”), whereby Assignee has agreed to grant to Assignors a limited license to continue using certain of the Myx IP on a transitional basis;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.1 Assignment. Assignors hereby transfer, convey, assign and deliver to Assignee, and Assignee hereby purchases and accepts from Assignors, all of Assignors’ right, title, and interest in and to the Myx IP, including, but not limited to the exclusive rights to (a) bring actions, defend against, or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Myx IP, (b) apply for, make filings with respect to, and maintain all registrations, renewals, and extensions of the Myx IP, and (c) all other rights and proceeds of any kind whatsoever of Assignors accruing thereunder.

Section 1.2 Acknowledgement. Assignors hereby acknowledge and agree that from and after the Effective Date, as between the Parties, Assignee shall be the exclusive owner of the Myx IP. Assignors hereby authorize and request the Commissioner for Trademarks of the United States

Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Myx Marks registered in the corresponding jurisdiction.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignors for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's reasonable cost and expense, Assignors shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Myx IP, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced under any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect; provided that the economic and legal substance of the transactions contemplated under this Assignment is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated under this Assignment are consummated as originally contemplated by this Agreement to the greatest extent possible.

Section 1.5 Entire Agreement. This Assignment (including the schedules attached hereto) and the License Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof and thereof

Section 1.6 Amendments. This Assignment may not be amended or modified except (i) by an instrument in writing signed by, or on behalf of, Assignors and Assignee; or (ii) by a waiver in accordance with Section 1.7.

Section 1.7 Waiver. Any Party may (i) extend the time for the performance of any of the obligations or other acts of any other Party; (ii) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered by any other Party pursuant to this Agreement; or (iii) waive compliance with any of the agreements of any other Party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

Section 1.8 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Assignee

and Assignors hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of California for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.9 Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

PALM VENTURES LLC

By: Jason Woody
Name: Jason woody
Title: Authorized signer

MYX BRAND HOLDINGS, LLC

By: Jason Woody
Name: Jason woody
Title: Authorized signer

MYX HEALTH, LLC

By: Jason Woody
Name: Jason woody
Title: Authorized signer

MYX FITNESS HOLDINGS, LLC

By: Jason Woody
Name: Jason woody
Title: Authorized signer

MYX FITNESS STUDIO HOLDINGS, LLC

By: Jason Woody
Name: Jason woody
Title: Authorized Signer

MYX KITCHEN HOLDINGS, LLC

By: Jason Woody
Name: Jason woody
Title: Authorized Signer

MYX MARKETS, LLC

By: Jason Woody
Name: Jason woody
Title: Authorized signer

MYX DRINKS, LLC

By: Jason Woody
Name: Jason woody
Title: Authorized signer

MYX FITNESS, LLC

By: Herbie Calves

Name: Herbie Calves

Title: President

Schedule A

Mark	Registered Owner	Application No. Application Filing Date	Registration No. Registration Date
MYMIX	Palm Ventures LLC	87148680 August 24, 2016	5365885 December 26, 2017
MYX	Palm Ventures LLC	87460616 May 23, 2017	5340782 November 21, 2017
MYX	Palm Ventures LLC	87860813 April 3, 2018	6245879 January 12, 2021
MYX	Palm Ventures LLC	87860883 April 3, 2018	5923875 December 3, 2019
MYX	Palm Ventures LLC	87979137 April 3, 2018	5863969 September 17, 2019
MYX	Palm Ventures LLC	88438097 May 20, 2019	
REAL FITNESS FOR REAL PEOPLE	Palm Ventures LLC	88437460 May 20, 2019	6295977 March 16, 2021
REAL RESULTS FOR REAL LIFE	Palm Ventures LLC	88612752 September 11, 2019	

[Schedule A]