

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varsity Spirit LLC		08/06/2021	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Gym & Studio Ops, LLC		
Street Address:	10690 Murdock Drive		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37932		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3192456	PREMIER ATHLETICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8652151065		
Email:	sirknend@wmbac.com		
Correspondent Name:	Darsi Sirknen		
Address Line 1:	900 S. Gay St., Ste. 900		
Address Line 4:	Knoxville, TENNESSEE 37902		
NAME OF SUBMITTER:	Darsi Sirknen		
SIGNATURE:	/DNS/		
DATE SIGNED:	08/11/2021		
Total Attachments: 4			
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OP \$40.00 3192456

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is entered into as of the 6th day of August, 2021, by and between VARSITY SPIRIT LLC, a Tennessee limited liability company (“**Assignor**”), and GYM & STUDIO OPS, LLC, a Tennessee limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the United States trademark for “PREMIER ATHLETICS,” having serial number 78753572, registration number 3192456, and filing date November 14, 2005 (the “**Mark**”) and all common law trademark rights, goodwill, and other rights associated with the Mark (the “**Assigned Rights**”); and

WHEREAS, pursuant to that certain Premier Asset Purchase Agreement dated as of even date herewith (the “**APA**”), by and among Assignor and Assignee, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title, and interest in and to the Mark and the Assigned Rights; and

WHEREAS, Capitalized terms used but not otherwise defined herein shall have the same meaning as in the APA.

NOW, THEREFORE, for good and valuable consideration (including the consideration set forth in the APA), the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Assignor hereby assigns, sets over, and transfers to Assignee, and Assignee hereby accepts and receives from Assignor, all of Assignor’s right, title, and interest in and to the Mark and the Assigned Rights, which shall include, without limitation, the following:

- A. All goodwill associated with the Mark;
- B. All common law rights associated with the Mark;
- C. All income, royalties, and damages due or payable to Assignor with respect to the Mark, including, without limitation, damages, payments for past or future infringements, and misappropriations; and
- D. All rights to sue for past, present, and future infringements or misappropriations of the Mark.

2. Assignor authorizes and requests the United States Patent and Trademark Office and any other similar government authority to transfer registration of the Mark, including any renewals thereof, to Assignee and to record Assignee as the assignee and owner of the Mark.

3. Assignor agrees that, upon Assignee’s reasonable request and without further compensation, Assignor will execute and deliver such additional documents, instruments and conveyances that are necessary for obtaining, sustaining, reissuing, or enforcing the registration

of the Mark and for perfecting, recording, or maintaining the title of Assignee in and to the Mark and any registrations issued for the Mark.

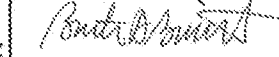
4. This Assignment is executed and delivered pursuant to the APA and made subject to the representations, warranties, and indemnities of Assignor contained therein, all of which are incorporated herein by reference as fully as if they were set forth herein. This Assignment shall not be deemed to alter, impair, or enhance any right, obligation, claim, or remedy created by the APA.

5. This Assignment may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, scanned .pdf image, or other electronic means shall have the same force and effect as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date written above.

VARSITY SPIRIT LLC,
a Tennessee limited liability company

By: 
F08156E09CB1487

Name: Burton Brillhart
Title: Chief Legal Officer, General Counsel,
Chief of Staff & Secretary

GYM & STUDIO OPS, LLC,
a Tennessee limited liability company

By: _____

Name: Alexander M. Martinez
Title: Member

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date written above.

VARSITY SPIRIT LLC,
a Tennessee limited liability company

By: _____

Name: Burton Brillhart

Title: Chief Legal Officer, General Counsel,
Chief of Staff & Secretary

GYM & STUDIO OPS, LLC,
a Tennessee limited liability company

By:  _____

Name: Alexander M. Martinez

Title: Member

Signature Page to Trademark Assignment