

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	10		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SELF ESTEEM BRANDS, LLC		11/24/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	BASECAMP FITNESS FRANCHISOR LLC		
Street Address:	111 Weir Drive		
City:	Woodbury		
State/Country:	MINNESOTA		
Postal Code:	55125		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3635120	BASECAMP	
Registration Number:	4646648		
Registration Number:	6464930		
Registration Number:	6464931	BASECAMP FITNESS	
CORRESPONDENCE DATA			
Fax Number:	2124920072		
<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:	2123733072		
Email:	jaliano@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com, ebensoul@paulweiss.com		
Correspondent Name:	Jamiesyn D. Aliano		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	17514-147		
NAME OF SUBMITTER:	Jamiesyn D. Aliano		
SIGNATURE:	/Jamiesyn D. Aliano/		

CH \$115.00 3635120

DATE SIGNED:	12/09/2021
---------------------	------------

Total Attachments: 4

source=10. SEB - Trademark Assignment (US) (Basecamp Fitness Pre-Contribution) (Executed Version)#page1.tif

source=10. SEB - Trademark Assignment (US) (Basecamp Fitness Pre-Contribution) (Executed Version)#page2.tif

source=10. SEB - Trademark Assignment (US) (Basecamp Fitness Pre-Contribution) (Executed Version)#page3.tif

source=10. SEB - Trademark Assignment (US) (Basecamp Fitness Pre-Contribution) (Executed Version)#page4.tif

TRADEMARK ASSIGNMENT (US)

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of November 24, 2021, by and between SELF ESTEEM BRANDS, LLC, a Minnesota limited liability company located at 111 Weir Drive, Woodbury, MN 55125 ("Assignor"), and BASECAMP FITNESS FRANCHISOR LLC, a Delaware limited liability company located at 111 Weir Drive, Woodbury, MN 55125 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Basecamp Fitness Pre-Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds derived from or related thereto and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Closing Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

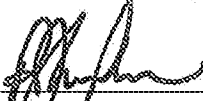
This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

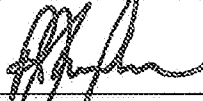
ASSIGNOR

SELF ESTEEM BRANDS, LLC




By: 
Name: John Pindred
Title: Treasurer and Chief Financial Officer

ASSIGNEE

BASECAMP FITNESS FRANCHISOR LLC

By: 
Name: John Pindred
Title: Chief Financial Officer

**Schedule 1
Trademarks**

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
United States	BASECAMP BaseCamp	77610537	09-NOV-2008	3635120	09-JUN-2009
United States	<i>Design Only</i> 	86186823	06-FEB-2014	4646648	25-NOV-2014
United States	<i>Design Only</i> 	90016320	23-JUN-2020	6464930	24-AUG-2021
United States	BASECAMP FITNESS 	90016351	23-JUN-2020	6464931	24-AUG-2021