

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900661675
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANYTIME FITNESS, LLC		11/24/2021	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	SELF ESTEEM BRANDS, LLC
Street Address:	111 Weir Drive
City:	Woodbury
State/Country:	MINNESOTA
Postal Code:	55125
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4587873	ANYTIME FITNESS
Registration Number:	3302636	ANYTIME FITNESS
Registration Number:	2814114	ANYTIME FITNESS
Registration Number:	3316351	ANYTIME FITNESS EXPRESS
Registration Number:	3883689	ANYTIME HEALTH
Registration Number:	4957606	CLUB HUB
Registration Number:	5213862	
Registration Number:	4354388	
Registration Number:	4749189	GET TO A HEALTHIER PLACE
Registration Number:	4339889	HEART FIRST EXERCISING GENEROSITY
Registration Number:	5060222	HEARTFIRST CHARITABLE FOUNDATION
Registration Number:	4526247	PEOPLE, PURPOSE, PROFITS, PLAY

CORRESPONDENCE DATA

Fax Number: 2124920072

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: 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/

DATE SIGNED: 01/19/2022

Total Attachments: 5

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TRADEMARK ASSIGNMENT (US)

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

WHEREAS, pursuant to the Omnibus Parent Pre-Distribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Distributed 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 Distributed 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); 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 distribution, 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 distribution, 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 Distributed 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

ANYTIME FITNESS, LLC

By: _____


Name: John Pindred

Title: Treasurer and Chief Financial Officer

ASSIGNEE

SELF ESTEEM BRANDS, LLC

By: _____

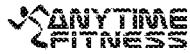

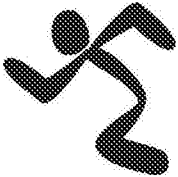


Name: John Pindred

Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Assignment (US) (Parent Pre-Distribution)]

**TRADEMARK
REEL: 007530 FRAME: 0594**

**Schedule 1
Trademarks**

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
United States	ANYTIME FITNESS	86139155	10-DEC-2013	4587873	19-AUG-2014
United States	ANYTIME FITNESS 	78971981	12-SEP-2006	3302636	02-OCT-2007
United States	ANYTIME FITNESS	78120117	08-APR-2002	2814114	10-FEB-2004
United States	ANYTIME FITNESS EXPRESS	77087843	22-JAN-2007	3316351	23-OCT-2007
United States	ANYTIME HEALTH	77736094	13-MAY-2009	3883689	30-NOV-2010
United States	CLUB HUB	86657358	10-JUN-2015	4957606	10-MAY-2016
United States	<i>Design Only</i> 	87214330	25-OCT-2016	5213862	30-MAY-2017
United States	<i>Design Only</i> 	85245649	18-FEB-2011	4354388	18-JUN-2013
United States	GET TO A HEALTHIER PLACE	86221073	14-MAR-2014	4749189	02-JUN-2015
United States	HEART FIRST EXERCISING GENEROSITY 	85607391	25-APR-2012	4339889	21-MAY-2013

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
United States	HEARTFIRST CHARITABLE FOUNDATION	86498802	08-JAN-2015	5060222	11-OCT-2016
United States	PEOPLE, PURPOSE, PROFITS, PLAY	85545586	17-FEB-2012	4526247	06-MAY-2014
United States	ANYTIME FITNESS	86139155	10-DEC-2013	4587873	19-AUG-2014