

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Openfit, LLC		04/26/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ladder, LLC		
<b>Street Address:</b>	4551 Glencoe Ave.		
<b>Internal Address:</b>	Suite 340		
<b>City:</b>	Marina Del Ray		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90292		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6626413	LADDER	
<b>Serial Number:</b>	90474057	LADDER	
<b>Registration Number:</b>	5777248		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2156657273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	1650 Market Street, Suite 2800		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Camille M. Miller		
<b>SIGNATURE:</b>	/Camille M. Miller/		
<b>DATE SIGNED:</b>	04/27/2022		
<b>Total Attachments: 3</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (such agreement, together with the Schedule attached hereto, the "Agreement") is executed as of this 26 day of April, 2022 (the "Execution Date") by and between, Openfit, LLC a Delaware limited liability company, with a place of business at 400 Continental Blvd., Suite 400, El Segundo, CA 90245 and Ladder, LLC a Delaware limited liability company, with a place of business at 4551 Glencoe Ave., Suite 340, Marina Del Rey, CA 90292 (each of the foregoing, a "Party" and, collectively, the "Parties").

### **RECITALS:**

WHEREAS, Openfit, LLC is the owner of certain Trademarks (as defined below);

WHEREAS, pursuant to the terms and conditions of this Agreement, Openfit, LLC wishes to assign, transfer, and convey to Ladder, LLC, and Ladder, LLC wishes to accept from Openfit, LLC, all of Openfit, LLC's rights, title, and interests in and to the Trademarks;

WHEREAS, pursuant to the terms and conditions of this Agreement, and as a result of this Agreement, the Parties intend Ladder, LLC to be the sole and exclusive owner of all rights, title, and interest in and to the Trademarks; and

NOW, THEREFORE, for and in light of the mutual promises set forth herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE ONE**

#### **ASSIGNMENT**

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Openfit, LLC hereby conveys, transfers, and assigns to Ladder, LLC and Ladder, LLC hereby accepts all of Openfit, LLC's right, title, and interest in and to the following:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the Trademarks and business connected with the use of and symbolized by the Trademarks, provided that, with respect to the Trademarks set forth on Schedule 1 hereto, the transfer of such Trademarks accompanies, pursuant to this Agreement, the transfer of that portion of the business to which the Trademarks pertain, and that business is ongoing and existing;

(b) all rights of Openfit, LLC accruing under any of the foregoing relating to the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all claims and causes of action relating to the Trademarks with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Commissioner for Trademarks in the United States Patent and Trademark Office, the United Kingdom Intellectual Property Office and the World Intellectual Property Office are hereby authorized to record and register this Trademark Assignment.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision of any other jurisdiction.

**For: Openfit, LLC**

By: *Beverly Shin*  
Name: Beverly Shin  
Title: Group VP, Intellectual Property  
Date: 4/26/2022

**For: Ladder, LLC**

By: *Beverly Shin*  
Name: Beverly Shin  
Title: Group VP, Intellectual Property  
Date: 4/26/2022

**SCHEDULE 1**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration/App Number</b>
LADDER	International Bureau (WIPO)	1632200
LADDER & Design w/Horizontal Lockup	United Kingdom	UK00003580476
LADDER & Design w/Horizontal Lockup	International Bureau (WIPO)	1632564
LADDER & Design w/Horizontal Lockup	United States of America	6626413
LADDER & Design w/Vertical Lockup	United Kingdom	UK00003580474
LADDER & Design w/Vertical Lockup	United States of America	90/474,057
Ladder Logo	United States of America	5777248
Ladder Logo	United Kingdom	UK00801460263