

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sweat, Inc.		11/01/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Passyunk Capital Partners, LLC		
Street Address:	126 Presidential Blvd		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2699874	SWEAT FITNESS	
Registration Number:	2702096	SWEAT GYM	
CORRESPONDENCE DATA			
Fax Number:	2158518383		
<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:	2158518408		
Email:	ipdocket@eckertseamans.com		
Correspondent Name:	Jenna P. Torres		
Address Line 1:	50 South 16th Street		
Address Line 2:	Two Liberty Place, 22nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
NAME OF SUBMITTER:	Jenna P. Torres		
SIGNATURE:	/Jenna P Torres/		
DATE SIGNED:	12/16/2022		
Total Attachments: 2			
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Assignment of Trademark

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and delivered as of this 1st day of November, 2022, by Sweat, Inc., a Pennsylvania corporation ("Assignor") and Passyunk Capital Partners, LLC, a Pennsylvania corporation ("Assignee") as the purchaser of certain assets of Assignor pursuant to that certain Lease Termination Agreement and Release dated October __, 2022 (the "Agreement"), by and among an affiliate of Assignor and Assignee.

WHEREAS, Assignor is the owner of all right, title, and interest in and to the following United States Trademark Registrations and any stylized or logo design versions thereof (collectively, the "Trademarks"):

1. U.S. Reg. No. 2,699,874 for SWEAT FITNESS for "providing fitness and exercise facilities" in International Class 41; and
2. U.S. Reg. No. 2,702,096 for SWEAT GYM for "providing fitness and exercise facilities" in International Class 41

and

WHEREAS, pursuant to the Agreement, Assignor has agreed to convey, transfer and assign to Assignee, among other things, the Assignor's rights, title and interests in and to the Trademarks and any common law rights in and to the Trademarks and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth and set forth in the Agreement, and intending to be legally bound hereby, the parties hereto hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all goodwill of the Business (as defined in the Agreement) symbolized by the Trademarks and the right to recover damages, profits, and all other remedies for past and future infringements thereof.
2. Further Actions. Following the date hereof, Assignor shall take such reasonable steps and actions and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents provided by Assignee, as may be necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, its legal representatives or any assignee or successor thereto.

3. Agreement. This Assignment is delivered pursuant to and is subject to the Agreement. Neither the making nor the acceptance of this Assignment nor the transfer effected hereby shall constitute a waiver or release of Assignor or Assignee of any of their respective liabilities, duties or obligations imposed upon them by the terms of the Agreement.

4. Headings. Headings used in this Agreement are for convenience only and have no substantive import.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment on and as of the day and year first above written.

ASSIGNOR:

Sweet, Inc.,
a Pennsylvania corporation

By: Jerry Swanner
Name: Jerry Swanner
Title: President