

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iFIT, Inc.		12/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	29029 LLC		
Street Address:	815 Highcourt Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97262150	29029	
Serial Number:	97262450	29029	
Serial Number:	87721382	29029	
Serial Number:	97262701		
Serial Number:	87983728		
CORRESPONDENCE DATA			
Fax Number:	2059305101		
<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:	2059305282		
Email:	tim.bush@dentons.com, tiffany.mcclain@dentons.com		
Correspondent Name:	Timothy A. Bush		
Address Line 1:	2311 Highland Ave. S.		
Address Line 4:	Birmingham, ALABAMA 35205		
ATTORNEY DOCKET NUMBER:	68897-1		
NAME OF SUBMITTER:	Timothy A. Bush, Esq.		
SIGNATURE:	/TAB/		
DATE SIGNED:	01/05/2023		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of December 28, 2022 (the "Effective Date") by and between iFIT Inc., a Delaware corporation ("Assignor") and 29029 LLC (f/k/a Be Boundless, LLC), a Georgia limited liability company ("Assignee").

WHEREAS, Assignor owns the entire common law, statutory, and other right, title and interest in and to those certain trademarks as set forth on Exhibit A hereto including the federal registrations thereof in U.S. Regs. No. 6,903,134 (29029 mark), 5,962,087 (29029 mark), and 6,301,740 (triangle design mark) and the federal applications therefor in U.S. Serial Nos. 97262450 (29029 mark) and 97262701 (triangle design mark) (the "Marks");

WHEREAS, Assignor and Assignee have agreed to execute and deliver this Agreement for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Assignor, Licensee and Assignee hereby agrees as follows:

1. Assignment. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all encumbrances, all of Assignor's worldwide common law, statutory, and other rights, title and interest in and to the following:

(a) the Marks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise through the world;

(c) any and all royalties, fees, income, damages, payments or other proceeds now or hereafter due or payable with respect to the Marks; and

(d) any and all claims, causes of action, actions, suits or other proceedings, in law or in equity, 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 to collect, or otherwise recover, any such damages with respect to the Marks.

2. Authorization to Record; Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such 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, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Marks

to Assignee, or any assignee or successor thereto. Other than as set forth in this Section 2, Assignor shall have no further obligations with respect to the Marks.

3. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successor and assigns.

4. **GOVERNING LAW.** THIS AGREEMENT AND THE PARTIES' RESPECTIVE RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT WOULD REFER THE GOVERNANCE, INTERPRETATION, CONSTRUCTION OR ENFORCEMENT OF THIS AGREEMENT TO THE LAWS OF ANOTHER JURISDICTION.

5. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first set forth above by its representatives thereunto duly authorized.

ASSIGNOR:

iFIT Inc

By: _____

Name: *Everett Smith*

Its: *Secretary*

ASSIGNEE:

29029 LLC (f/k/a Be Boundless LLC)

By: _____

Name: Marc Hodulich

Its: Manager

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first set forth above by its representatives thereunto duly authorized.

ASSIGNOR:

iFIT, Inc.

By: _____
Name:
Its:

ASSIGNEE:

29029 LLC (f/k/a Be Boundless LLC)


By:  _____
Name: Marc Hodulich
Its: Manager

EXHIBIT A

MARKS

1. Trademarks and United States Patent and Trademark Office registrations and applications therefor:

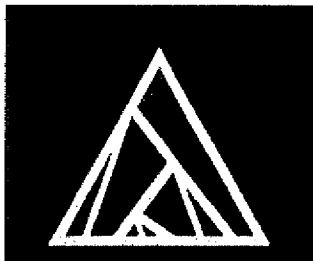
(a) 29029

Mark	Serial No.	Reg. No.	Reg. Date
29029	97262150	6903134	11/15/22

Mark	Serial No.	Reg. No.	Filing Date
29029	97262450		02/10/22

Mark	Serial No.	Reg. No.	Reg. Date
29029	87721382	5962087	01/14/20

(b)



Mark	Serial No.	Reg. No.	Filing Date
Triangle design	97262701		02/11/22

Mark	Serial No.	Reg. No.	Filing Date
Triangle design	87983728	6301740	03/23/21