

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YF FC Acquisition, LLC		02/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	YF FC Operations, LLC		
Street Address:	660 MADISON AVENUE		
Internal Address:	15th Floor		
City:	New York City		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97120903	YOUFIT GYMS	
Serial Number:	97120909	YOUFIT GYMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125475621		
Email:	arubinstein@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Abigail Rubinstein		
Address Line 1:	One Vanderbilt Avenue		
Address Line 4:	New York City, NEW YORK 10017-3852		
NAME OF SUBMITTER:	Abigail Rubinstein		
SIGNATURE:	/Abigail Rubinstein/		
DATE SIGNED:	02/09/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of February 1, 2023, between YF FC Acquisition, LLC, a Delaware limited liability company (the "Assignor"), and YF FC Operations, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. The Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

C. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee, and the Assignee desires to acquire the Marks.

AGREEMENTS

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby assign to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business that is ongoing and existing to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment.

3. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant

hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

YF FC Acquisition, LLC

By: *Brian Vahaly*

Name: Brian Vahaly

Title: CEO

ASSIGNEE:

YF FC Operations, LLC

By: *Brian Vahaly*

Name: Brian Vahaly



Title: CEO

TRADEMARK

REEL: 007966 FRAME: 0560 01497e8b6

Schedule A

Marks

Trademark	Serial No.	Application Date
 <p>The logo features the word "YouFit" in a large, bold, sans-serif font. Below it, the word "GYMS" is written in a smaller, all-caps, bold, sans-serif font. There is a small, faint "TM" symbol at the bottom left of the logo.</p>	97120903	November 11, 2021
 <p>The logo features the word "YouFit" in a large, bold, sans-serif font. To the right of "YouFit", the word "GYMS" is written vertically in a smaller, all-caps, bold, sans-serif font.</p>	97120903	November 11, 2021