

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONELIFE FITNESS, LLC		03/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	US FITNESS HOLDINGS, LLC		
Street Address:	1751 Pinnacle Drive		
Internal Address:	Suite 1400		
City:	McLean		
State/Country:	UNITED STATES		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3920734	ONELIFE FITNESS	
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:	7032454183		
Email:	smalik@usfitnessgroup.com		
Correspondent Name:	US Fitness Holdings LLC Thomas		
Address Line 1:	1751 Pinnacle Drive		
Address Line 2:	Suite 1400		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Scott Thomas		
SIGNATURE:	/Scott Thomas/		
DATE SIGNED:	03/03/2023		
Total Attachments: 2			
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source=Trademark Assignment Agreement (USF 3-1-2023)(executed)#page2.tif			

OP \$40.00 3920734

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of March 1, 2023 by and between ONELIFE FITNESS, LLC, a Delaware limited liability company ("Assignor"), and US FITNESS HOLDINGS, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor wishes to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title, and interest in and to the "ONELIFE FITNESS" trademark, Registration Number: 3920734, Serial Number: 77838948, registered in the principal register of the US Patent and Trademark Office effective as of February 15, 2011 (the "Trademark");

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignment and Acceptance. The foregoing Recitals to this Agreement are hereby incorporated by reference and made a part hereof as material terms of this Agreement as if fully set forth separately in the body of this Agreement. Assignor hereby assigns and transfer to Assignee all right, title, and interest of Assignor in, to, and under the Trademark, together with any rights owned by Assignor relating thereto, free and clear of any liens, claims, and encumbrances. Assignee hereby accepts the assignment of the Trademark, together with any rights owned by Assignor related thereto, free and clear of any liens, claims, and encumbrances.

2. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia without giving effect to its conflict of laws principles.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each party and delivered to the other parties. Signatures of the parties transmitted by facsimile or other electronic communication means (including email in .pdf format) shall be binding and effective for all purposes.

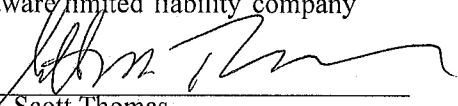
5. Entire Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and understandings, oral or written, relating to such subject matter. This Agreement may not be amended or modified except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the date first set forth above.

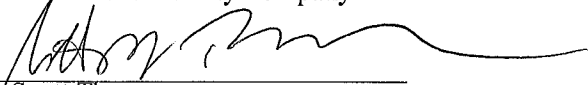
ASSIGNOR:

ONELIFE FITNESS, LLC,
a Delaware limited liability company

By: 
Name: Scott Thomas
Title: Chief Financial Officer

ASSIGNEE:

US FITNESS HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Scott Thomas
Title: Chief Financial Officer