

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796245

|   |  |                        |  |
|---|--|------------------------|--|
| <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>                     |
| Stride Franchise, LLC   |  | 03/13/2023             | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                        |  |
| <b>Name:</b>  | Stride Franchise SPV, LLC                          |                        |  |
| <b>Street Address:</b>  | 17877 Von Karman Avenue                            |                        |  |
| <b>Internal Address:</b>  | Suite 100  |                        |  |
| <b>City:</b>  | Irvine   |                        |  |
| <b>State/Country:</b>   | CALIFORNIA   |                        |  |
| <b>Postal Code:</b>   | 92614  |                        |  |
| <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>   | 5977970  | RUNNING GETS YOU THERE |  |
| <b>Registration Number:</b>   | 5733165  | STRIDE                 |  |
| <b>Registration Number:</b>   | 6085766  | STRIDE                 |  |
| <b>CORRESPONDENCE DATA</b>  |  |                        |  |
| <b>Fax Number:</b>  | 2127288111   |                        |  |
| <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>   | 2127288000   |                        |  |
| <b>Email:</b>   | ipdocketingla@willkie.com                          |                        |  |
| <b>Correspondent Name:</b>  | Eugene Chang                                       |                        |  |
| <b>Address Line 1:</b>  | Willkie Farr & Gallagher LLP                       |                        |  |
| <b>Address Line 2:</b>  | 787 Seventh Avenue                                 |                        |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10019                           |                        |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 128650.00002 Stride Assig                          |                        |  |
| <b>NAME OF SUBMITTER:</b>   | Eugene L. Chang                                    |                        |  |
| <b>SIGNATURE:</b>   | /elc/  |                        |  |
| <b>DATE SIGNED:</b>   | 03/21/2023   |                        |  |
| <b>Total Attachments: 6</b>   |  |                        |  |

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 13th day of March 2023, is made and entered into by and between STRIDE FRANCHISE, LLC ("Assignor") and STRIDE FRANCHISE SPV, LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the trademark registrations and trademark applications identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office or similar office in the applicable jurisdiction to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

STRIDE FRANCHISE, LLC

DocuSigned by:  
*John Meloun*  
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By: \_\_\_\_\_

Name: John Meloun  
Title: Chief Financial Officer

ASSIGNEE:

STRIDE FRANCHISE SPV, LLC

DocuSigned by:  
*John Meloun*  
58A40CED78E946A...

By: \_\_\_\_\_

Name: John Meloun  
Title: Chief Financial Officer

*Signature Page to Trademark Assignment*

**Schedule A**

Attached

## Trademarks *Stride*

| Mark Name                    | Mark Image | Mark Type   | Status     | Owner's               | Country                  | Application Number | Filed Date | Registration Number | Registration Date |
|------------------------------|------------|-------------|------------|-----------------------|--------------------------|--------------------|------------|---------------------|-------------------|
| RUNNING<br>GETS YOU<br>THERE |            | Word Mark   | Registered | Stride Franchise, LLC | United States of America | 88537293           | 2019-07-25 | 5977970             | 2020-02-04        |
| STRIDE                       |            | Word Mark   | Registered | Stride Franchise, LLC | United States of America | 88118183           | 2018-09-14 | 5733165             | 2019-04-23        |
| STRIDE                       |            | Word Mark   | Registered | Stride Franchise, LLC | United Kingdom           | UK00003429297      | 2019-09-17 | UK00003429297       | 2020-02-21        |
| STRIDE                       |            | Word Mark   | Registered | Stride Franchise, LLC | European Union           | 018125126          | 2019-09-17 | 018125126           | 2020-09-22        |
| STRIDE                       |            | Word Mark   | Registered | Stride Franchise, LLC | United Kingdom           | UK00918125126      | 2019-09-17 | UK00918125126       | 2020-09-22        |
| STRIDE                       |            | Word Mark   | Registered | Stride Franchise, LLC | Japan                    | 2019122692         | 2019-09-18 | 6319278             | 2020-11-20        |
| STRIDE                       |            | Word Mark   | Registered | Stride Franchise, LLC | Saudi Arabia             | 251444             | 2020-10-15 | 1442005722          | 2021-02-11        |
| STRIDE                       |            | Word Mark   | Registered | Stride Franchise, LLC | Kuwait                   | 2021003948         | 2021-03-30 | KW1628322           | 2021-03-30        |
| STRIDE and<br>Color Design   |            | Design Mark | Registered | Stride Franchise, LLC | United Kingdom           | UK00003429302      | 2019-09-17 | UK00003429302       | 2020-01-17        |
| STRIDE and<br>Color Design   |            | Design Mark | Registered | Stride Franchise, LLC | European Union           | 018125119          | 2019-09-17 | 018125119           | 2020-01-15        |
| STRIDE and<br>Color Design   |            | Design Mark | Registered | Stride Franchise, LLC | United Kingdom           | UK00918125119      | 2019-09-17 | UK00918125119       | 2020-01-15        |
| STRIDE and<br>Color Design   |            | Design Mark | Registered | Stride Franchise, LLC | Japan                    | 2019122691         | 2019-09-18 | 6319277             | 2020-11-20        |
| STRIDE and<br>Color Design   |            | Design Mark | Registered | Stride Franchise, LLC | Mexico                   | 2265602            | 2019-09-20 | 2208561             | 2021-02-23        |
| STRIDE and<br>Design         |            | Design Mark | Registered | Stride Franchise, LLC | United States of America | 88723462           | 2019-12-11 | 6085766             | 2020-06-23        |

|   |                |             |                             |                   |             |            |         |            |
|---|----------------|-------------|-----------------------------|-------------------|-------------|------------|---------|------------|
| STRIDE<br>FITNESS                             | Word Mark      | Registered  | Stride<br>Franchise,<br>LLC | International     | 1708417     | 2022-12-20 | 1708417 | 2022-12-20 |
| STRIDE<br>FITNESS                             | Word Mark      | Registered  | Franchise,<br>LLC           | Australia         | 2328679     | 2022-12-20 | 1708417 | 2022-12-20 |
| STRIDE<br>FITNESS                             | Word Mark      | Registered  | Franchise,<br>LLC           | Canada            | 1708417     | 2022-12-20 |         |            |
| STRIDE<br>FITNESS                             | Word Mark      | Registered  | Franchise,<br>LLC           | European<br>Union | 1708417     | 2022-12-20 |         | 2022-12-20 |
| STRIDE<br>FITNESS                             | Word Mark      | Registered  | Franchise,<br>LLC           | Japan             | 1708417     | 2022-12-20 |         |            |
| STRIDE<br>FITNESS                             | Word Mark      | Application | Franchise,<br>LLC           | Mexico            | 1708417     | 2022-12-20 |         |            |
| STRIDE<br>FITNESS                             | Word Mark      | Registered  | Franchise,<br>LLC           | New<br>Zealand    | 1228659     | 2022-12-20 | 1708417 | 2022-12-02 |
| STRIDE<br>FITNESS                             | Word Mark      | Application | Franchise,<br>LLC           | United<br>Kingdom | 1708417     | 2022-12-20 |         |            |
| STRIDE<br>FITNESS                             | Word Mark      | Published   | Franchise,<br>LLC           | Kuwait            | 2022/012512 | 2022-12-21 |         |            |
| STRIDE<br>FITNESS                             | Word Mark      | Application | Franchise,<br>LLC           | Saudi<br>Arabia   | 392564      | 2022-12-21 |         |            |
| STRIDE<br>FITNESS<br>(Stylized and<br>Design) | Design<br>Mark | Registered  | Stride<br>Franchise,<br>LLC | International     | 1713273     | 2022-12-20 | 1713273 | 2022-12-20 |
| STRIDE<br>FITNESS<br>(Stylized and<br>Design) | Design<br>Mark | Application | Stride<br>Franchise,<br>LLC | Australia         | 1713273     | 2022-12-20 |         |            |
| STRIDE<br>FITNESS<br>(Stylized and<br>Design) | Design<br>Mark | Application | Stride<br>Franchise,<br>LLC | Canada            | 1713273     | 2022-12-20 |         |            |
| STRIDE<br>FITNESS<br>(Stylized and<br>Design) | Design<br>Mark | Application | Stride<br>Franchise,<br>LLC | European<br>Union | 1713273     | 2022-12-20 |         |            |
| STRIDE<br>FITNESS<br>(Stylized and<br>Design) | Design<br>Mark | Application | Stride<br>Franchise,<br>LLC | Japan             | 1713273     | 2022-12-20 |         |            |

