

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM853123

<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>
Precision Run LLC		11/09/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Equinox Holdings, Inc.		
<b>Street Address:</b>	31 Hudson Yards		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4650514	PRECISION RUNNING	
<b>Registration Number:</b>	5645334	PRECISION RUNNING LAB	
<b>Registration Number:</b>	5808055	PRECISION RUN	
<b>Registration Number:</b>	5814785	FOR RUNNERS AND HATERS	
<b>Registration Number:</b>	5814786	RUN REBEL, RUN	
<b>Registration Number:</b>	6246141	PRECISION RUN	
<b>Serial Number:</b>	97541973	PRECISION RUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>	3123684000		
<b>Email:</b>	deanne.vannatta@us.dlapiper.com		
<b>Correspondent Name:</b>	Keith W. Medansky		
<b>Address Line 1:</b>	DLA Piper LLP (US)		
<b>Address Line 2:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>NAME OF SUBMITTER:</b>	Sigrid E. Neilson		
<b>SIGNATURE:</b>	/Sigrid E. Neilson/		

CH \$190.00 4650514

<b>DATE SIGNED:</b>	11/13/2023
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**Total Attachments: 3**

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source=2023-11-09 EHI - IP Assignment from Precision Run LLC (Executed)#page2.tif

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of November 9, 2023, is by and between Precision Run LLC, a Delaware limited liability company (the "Assignor"), and Equinox Holdings, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee are affiliated companies;

WHEREAS, Assignor owns all right, title and interest in and to the Intellectual Property Assets (as defined below); and

WHEREAS, Assignor has agreed to contribute, transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property Assets, and Assignee has agreed to acquire and accept all such right, title and interest.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, contributes, transfers, assigns, conveys and delivers to Assignee any and all of Assignor's worldwide right, title and interest in and to, including without limitation all common law, statutory and other rights in and to and all registrations and applications relating to, all trademarks, service marks, logos, symbols, trade dress, designs, slogans, domain names, metatags, hashtags, keywords, copyrights, works of authorship, content, images, photographs, audio recordings, audiovisual materials, workouts, routines, programming, training manuals and materials, articles, concepts, patents, inventions, data, software, technologies, tools, plans, drawings, trade secrets, know-how and other materials and intellectual property which, as of the date hereof, were created or developed by or for, or primarily relate to, arise out of or result from, the business of Assignor to which the PRECISION RUN mark and brand pertain, including without limitation the intellectual property assets described in Schedule 1 (collectively, the "Precision Run IP"), together with any and all (i) goodwill related to, arising out of or resulting from the business associated with the use of or symbolized by the Precision Run IP; (ii) contracts related to the Precision Run IP; (iii) rights and privileges to maintain and pursue enforceable rights in the Precision Run IP; and (iv) rights to any and all proceeds, benefits, privileges, causes of action and remedies relating to the Precision Run IP, including without limitation rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Precision Run IP against any third party and rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Precision Run IP (collectively, the "Intellectual Property Assets").

2. ITU Application. The assignment of Precision Run IP hereunder is and shall be deemed an assignment to a successor of the ongoing and existing business to which the PRECISION RUN mark pertains within the meaning of 15 U.S.C. § 1060(a). Notwithstanding the foregoing, to the extent the assignment of any intent-to-use application set forth on Schedule 1 is not deemed to be such an assignment within the meaning of 15 U.S.C. § 1060(a), or would otherwise render such application invalid or unenforceable, then such application, together with any and all goodwill of the business associated with and symbolized by the PRECISION RUN mark embodied in such application shall be deemed retained and held by Assignor on behalf of Assignee until such time as the U.S. Patent and Trademark Office accepts a duly filed Statement of Use for such application, and Assignor hereby grants to Assignee a royalty-free license to freely use, sublicense and otherwise exploit the PRECISION RUN mark embodied in such application in connection with the business to which it pertains, for so long as used and exploited by Assignee at a quality level satisfactory to Assignor. Upon such acceptance of the Statement of Use, all of

Assignor's rights, title and interest in and to such application shall be deemed contributed, transferred, assigned, conveyed and delivered to Assignee in accordance with Section 1.

3. Recordation; Further Assurances. Assignor and Assignee acknowledge and agree that Assignee shall have the right, but not the obligation, to record this Assignment with any governmental entity, as may be required, customary or otherwise desirable to further the purposes of this Assignment and the assignment of Intellectual Property Assets hereunder. Assignor agrees to execute any and all other or additional instruments of transfer, assignment, assumption or novation, and to perform such other acts in respect of the Intellectual Property Assets, as may be reasonably requested by Assignee in order to further the purposes of this Assignment and the assignment of Intellectual Property Assets hereunder.

4. License Agreement. That certain Intellectual Property License Agreement, effective as of December 1, 2018, entered into by and between Assignor and Assignee is hereby deemed terminated, and of no further force and effect, effective as of the date first set forth above.

5. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns and representatives.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Copies of executed counterparts transmitted by email or other electronic or digital means shall be considered as original executed counterparts for purposes hereof.

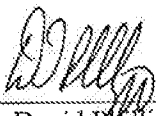
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the date first set forth above.

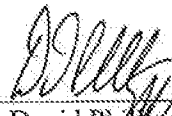
**ASSIGNOR**

**ASSIGNEE**

PRECISION RUN LLC

EQUINOX HOLDINGS, INC.

By:   
Name: David Phillipps  
Title: EVP, Chief Financial Officer

By:   
Name: David Phillipps  
Title: EVP, Chief Financial Officer

**SCHEDULE 1:  
ASSIGNED INTELLECTUAL PROPERTY ASSETS**

**Trademark Registrations and Applications:**

Mark	Jurisdiction	Registration No. (Application No.)	Registration Date (Application Date)
PRECISION RUNNING	United States	4650514	12/2/2014
PRECISION RUNNING LAB	United States	5645334	01/01/2019
PRECISION RUN	United States	5808055	07/16/2019
FOR RUNNERS AND HATERS	United States	5814785	07/23/2019
RUN REBEL, RUN	United States	5814786	07/23/2019
	United States	6246141	01/12/2021
PRECISION RUN	United States	(97/541973)	(08/09/2022)
CLAIM YOUR TREAD	United Kingdom	3442114	08/09/2020
PRECISION RUN	United Kingdom	3350475	01/18/2019
PRECISION RUN	United Kingdom	UK00917979850	04/18/2019
PRECISION RUNNING	United Kingdom	UK00916664781	04/12/2018
PRECISION RUN	United Arab Emirates	310948	09/15/2019
PRECISION RUN	Saudi Arabia	1440028127	10/07/2019
PRECISION RUN	Qatar	131941	02/17/2020
PRECISION RUN	Kuwait	1613190	10/01/2019
PRECISION RUNNING	European Union	016664781	04/12/2018
PRECISION RUN	European Union	017979850	04/18/2019
CLAIM YOUR TREAD	Canada	(1994222)	(11/06/2019)
PRECISION RUN	Bahrain	126342	11/26/2019

**Unregistered Trademarks:**

**PRECISION RUN**

P R E C I S I O N  
R U N N I N G

P  
R

**Domains and Social Media Accounts:**

precisionrun.com	precisionrun.fitness
precision-run.com	precisionrunning.fit
precision-running.com	precisionrunning.fitness
precision.run	precisionrunninglab.com
precisionrun.fit	chprlab.com

Instagram: @precisionrun, @precision\_run, and @precisionrunning

**Content and Works of Authorship:** All audio recordings, audiovisual materials, videos, photographs, workouts, routines, programming, training manuals and materials, and other content and works of authorship owned, acquired, created, produced or developed by or primarily for the business of Assignor pertaining to the PRECISION RUN mark.