

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Furthermore LLC		11/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Equinox Holdings, Inc.		
Street Address:	31 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5019361	FURTHERMORE	
Registration Number:	5964849	FURTHERMORE	
Registration Number:	6216974	FURTHERMORE	
Registration Number:	5832261	PLATFORM X TRAIN ANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	3122512897		
<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:	312.368.4000		
Email:	deanne.vannatta@us.dlapiper.com		
Correspondent Name:	Keith W. Medansky		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Sigrid E. Neilson		
SIGNATURE:	/Sigrid E. Neilson/		
DATE SIGNED:	11/13/2023		
Total Attachments: 4			
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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 Furthermore LLC, a Delaware limited liability company (the "Assignor") and Equinox Holdings, Inc., a Delaware corporation (the "Assignee").

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, and Assignee has agreed to acquire and accept, all of Assignor's right, title and interest in and to the Intellectual Property Assets.

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 all of Assignor's worldwide right, title and interest in and to, including without 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, and keywords, copyrights, works of authorship, content, images, photographs, audiovisual materials, articles, recipes, 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 pertaining to the FURTHERMORE mark and of Assignor's predecessor businesses, including without limitation the intellectual property described in Schedule 1 (collectively, the "Furthermore IP"), together with any and all (i) goodwill of the business associated with the use of or symbolized by the Furthermore IP; (ii) contracts related to the Furthermore IP; (iii) rights and privileges to maintain and pursue enforceable rights in the Furthermore IP; and (iv) rights to any and all proceeds, benefits, privileges, causes of action and remedies relating to the Furthermore 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 Furthermore 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 Furthermore IP (collectively, the "Intellectual Property Assets").

2. 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.

3. License Agreement. That certain Intellectual Property Cross-License Agreement, effective as of July 1, 2017, 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.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment 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 Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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


ASSIGNOR

ASSIGNEE

FURTHERMORE LLC

EQUINOX HOLDINGS, INC.

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

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

SCHEDULE 1

ASSIGNED INTELLECTUAL PROPERTY ASSETS

Trademark Registrations and Applications:

Mark	Jurisdiction	Registration No.	Registration Date
FURTHERMORE	United States	5,019,361	08/09/2016
FURTHERMORE	United States	5,964,849	01/21/2020
FURTHERMORE	United States	6,216,974	12/8/2020
PLATFORM X TRAIN ANYWHERE	United States	5,832,261	08/13/2019
FURTHERMORE	United Kingdom	00003117059	10/09/2015
FURTHERMORE	United Kingdom	00003123816	11/20/2015
FURTHERMORE	United Arab Emirates	310947	9/15/2019
FURTHERMORE	Saudi Arabia	1440028125	10/07/2019
FURTHERMORE	Qatar	131937	2/17/2020
FURTHERMORE	Kuwait	1612908	3/14/2019
FURTHERMORE	Canada	TMA1032556	06/26/2019
FURTHERMORE	Bahrain	126347	11/26/2019

Unregistered Trademarks:

GO FURTHER. WANT MORE.

FURTHERMORE

F
M

Domain Names:

furthermore.com
furthermorecafe.com
furthermoremag.com
furthermoreshop.com
gofurtherwantmore.com

Social Media Accounts: Any social media accounts used by Furthermore, including:

Facebook: @furthermoremag
Instagram: @furthermore
Twitter: @furthermore
Pinterest: @furthermore

Works of Authorship: All articles, photographs, slideshows, videos and other audiovisual materials created, produced or developed by or for the business pertaining to the FURTHERMORE mark and/or its predecessor businesses.