

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precision Run 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: 1			
Property Type	Number	Word Mark	
Registration Number:	6846911	PRECISION RUN	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3123684000		
Email:	deanne.vannatta@us.dlapiper.com		
Correspondent Name:	Keith W. Medansky		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Sigrid E. Neilson		
SIGNATURE:	/Sigrid E. Neilson/		
DATE SIGNED:	12/14/2023		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), made effective 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. 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. 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.

4. 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

PRECISION RUN LLC

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

ASSIGNEE

EQUINOX HOLDINGS, INC.

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

**SCHEDULE 1:
ASSIGNED INTELLECTUAL PROPERTY ASSETS**

Trademark Registrations:

Mark	Jurisdiction	Registration No. (Application No.)	Registration Date (Application Date)
PRECISION RUN	United States	6846911	09/13/2022