

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forty Niners M6 Fit LLC		02/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Forty Niners Fitness Company LLC		
Street Address:	4949 Marie P. DeBartolo Way		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87696437	49ERSFIT	
Serial Number:	87696444	49ERSFIT	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	05/17/2018		
Total Attachments: 3			
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OP \$65.00 87696437

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 12th day of February, 2018, by and between **Forty Niners M6 Fit LLC** a Limited Liability Company organized and existing under the laws of Delaware, and having a usual place of business at 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054 ("Assignor") and **Forty Niners Fitness Company LLC**, a Limited Liability Company organized and existing under the laws of Delaware, and having a usual place of business at 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks"),

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is assigning the Marks as part of the transfer of all or substantially all of the assets of an ongoing business to which the Marks pertain as required by 15 USC 1060(a)(1).

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

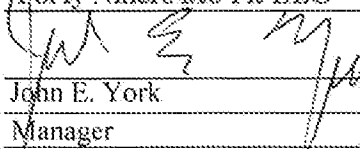
Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized representatives as of the date first written above.

ASSIGNOR: Forty Niners M6 Fit LLC
Signature: 
Name: John E. York
Title: Manager

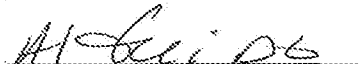
ASSIGNEE: Forty Niners Fitness Company LLC
Signature: 
Name: Alexander Guido
Title: Manager

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
49ERSFIT	US	87/696437	
49ERSFIT (logo)	US	87/696,444	