

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496630

<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>
Dethrone LLC		10/22/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Basecamp Fitness, LLC		
<b>Street Address:</b>	111 Weir Drive		
<b>City:</b>	Woodbury		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55125		
<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>	4410778	DETHRONE BASECAMP	
<b>Registration Number:</b>	4646648		
<b>Registration Number:</b>	3635120	BASECAMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9528421742		
<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>	952-896-1545		
<b>Email:</b>	ipgroup@larkinhoffman.com		
<b>Correspondent Name:</b>	Molly T. Eichten		
<b>Address Line 1:</b>	8300 Norman Center Drive, Suite 1000		
<b>Address Line 2:</b>	Larkin Hoffman Daly & Lindgren Ltd.		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55437-1060		
<b>NAME OF SUBMITTER:</b>	Molly T. Eichten		
<b>SIGNATURE:</b>	/Molly T. Eichten/		
<b>DATE SIGNED:</b>	11/02/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), effective as of October 22, 2018 ("Effective Date"), is made and entered into by Dethrone LLC, a California limited liability company ("Assignor"), and Basecamp Fitness, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, the Parties have entered into the Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 28, 2018;

WHEREAS, Assignor owns all right, title and interest in, to and under the trademarks listed in the attached Schedule A (the "Trademark Rights"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Trademark Rights, and Assignor desires to assign its rights in the Trademark Rights to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. *Capitalized Terms.* Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

2. *Assignment.* Assignor hereby grants, sells, assigns, transfers, delivers and conveys to Assignee, its successors, legal representatives and assigns, (i) the entire right, title, and interest in and to the Trademark Rights, together with any and all of the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Trademark Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments hereafter due or payable with respect to the Trademark Rights, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (together, the "Assigned Rights").

3. *Further Actions.* Upon request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver such additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights

set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee.

4. *Use of "Dethrone" Name.* Assignee agrees that, from and after the Effective Date, neither Assignee nor any of its affiliates will use "Dethrone" as a trademark or service mark, except to the extent that it is currently used in connection with the operation of the Locations (as defined in the Purchase Agreement) as of the Effective Date.

5. *Use of Basecamp Name.* Assignor agrees that, from and after the Effective Date, neither Assignor nor any of its affiliates will use "Basecamp", "Base", "Camp" or any variations thereof in any trademark or service mark used by any of them.

6. *Authorization.* Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

7. *Binding Effect.* This Assignment and all of the provisions hereof will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

8. *Controlling Law.* This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

9. *Counterparts.* This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment.

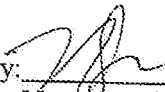
\* \* \* \*

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

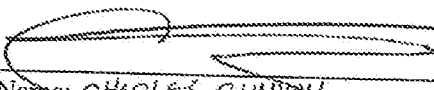
ASSIGNOR:

DETHRONE LLC

By:   
Name: NICK SWINMIRE  
Title: MANAGING MEMBER

ASSIGNEE:

BASECAMP FITNESS, LLC

By:   
Name: CHARLES RUNYON  
Title: PRESIDENT



*Signature Page to the Trademark Assignment Agreement*

TRADEMARK

REEL: 006474 FRAME: 0152

**SCHEDULE A**

Trademarks:

Country	Trademark	Trademark Status	Owner	Application No.	Application Date	Registration No.	Reg. Date
United States	DETHRONE BASECAMP 	Registered	Dethrone LLC	85857637	February 22, 2013	4410778	October 1, 2013
United States		Registered	Dethrone LLC	86186823	February 6, 2014	4646648	November 25, 2014
United States	BASECAMP	Registered	Dethrone LLC	77610537	November 9, 2008	3635120	June 9, 2009