

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athletic Clubs of America, Inc.		11/16/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	WTS International, LLC		
Street Address:	3200 Tower Oaks Blvd, Suite 400		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20852		
Entity Type:	Limited Liability Company: D.C.		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5048227	LIFESTART	
CORRESPONDENCE DATA			
Fax Number:	2124920239		
<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:	212 373 3239		
Email:	cmeredithgoujon@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	022840-001		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		
SIGNATURE:	/Claudine Meredith-Goujon/		
DATE SIGNED:	09/12/2022		
Total Attachments: 5			
source=Trademark Assignment Agreement by and between Buyer and ACA#page1.tif			
source=Trademark Assignment Agreement by and between Buyer and ACA#page2.tif			
source=Trademark Assignment Agreement by and between Buyer and ACA#page3.tif			
source=Trademark Assignment Agreement by and between Buyer and ACA#page4.tif			

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “Agreement”), dated as of November 16, 2020, (“Effective Date”) is made and entered into by and between Athletic Clubs of America, Inc., an Illinois corporation (“Assignor”), and WTS International, LLC, a District of Columbia limited liability company (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, concurrently with the execution of this Agreement, Assignor has entered into that certain Asset Purchase Agreement, dated as of the date hereof, 2020 (“Purchase Agreement”), with Assignee and certain other parties thereto; and

WHEREAS, pursuant to the Purchase Agreement, Assignor shall sell, convey, transfer, assign and deliver to Assignee, and Assignee shall acquire from Assignor, all of Assignor’s right, title and interest in and to the trademark identified on Schedule A hereof and all goodwill related thereto (collectively, the “Trademark”); and

WHEREAS, the Parties wish to record the acquisition of such Trademark in the United States Patent and Trademark Office (the “USPTO”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Assignor does hereby sell, assign and transfer to Assignee, effective as of the Effective Date, all of Assignor’s right, title and interest in and to the Trademark, and the goodwill, if any, connected with the use of or symbolized by the Trademark, for the United States and for all other countries, including, without limitation, all corresponding rights that are or may be secured under the laws of the United States or any other country or under international conventions and treaties, now or hereafter in effect, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term for which the Trademark is granted, as fully and entirely as would have been held and enjoyed by Assignor if this assignment had not been made, as well as all causes of action (either in law or in equity) related thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement or other unauthorized use of the Trademark.

Assignor hereby authorizes the USPTO to record this Trademark Assignment upon request by Assignee. Assignor will take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, as requested by Assignee and at Assignee’s expense, to ensure that the Trademark is properly assigned to Assignee.

This Trademark Assignment may be executed simultaneously in any number of counterparts (which may be by electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and

shall be subject to the applicable terms and conditions of the Purchase Agreement, which govern the Parties' rights and interests in the Trademark. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

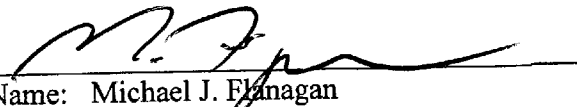
This Trademark Assignment and any dispute arising out of or related to or in connection with this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have duly executed this Trademark Assignment as of the date first set forth above.

ASSIGNOR

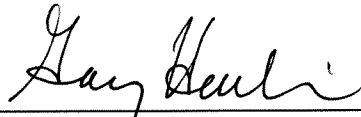
ATHLETIC CLUBS OF AMERICA, INC.

By: 
Name: Michael J. Flanagan
Title: President

[Signature Page to Trademark Assignment]

ASSIGNEE

WTS INTERNATIONAL, LLC

By: 
Name: Gary Henkin
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007844 FRAME: 0567

SCHEDULE A
Trademark

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
United States of America	LIFESTART LifeStart	86810707	05-NOV-2015	5048227	27-SEP-2016