

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anytime Health, LLC		06/02/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Class Pass Inc.		
Street Address:	121 West 27th Street #701		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86534830	CLASSPASS	
CORRESPONDENCE DATA			
Fax Number:	2126096921		
<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:	212-609-6800		
Email:	epagan@mccarter.com		
Correspondent Name:	James H. Donoian, McCarter & English LLP		
Address Line 1:	245 Park Avenue		
Address Line 4:	New York, NEW YORK 10167		
ATTORNEY DOCKET NUMBER:	125890-00013		
NAME OF SUBMITTER:	James H. Donoian		
SIGNATURE:	/jhd/		
DATE SIGNED:	06/14/2017		
Total Attachments: 1			
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SCHEDULE B

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is executed this 2^d day of June, 2017 by Anytime Health, LLC ("Assignor") in favor of Class Pass Inc. ("Assignee").

WHEREAS, Assignor is the record owner with the United States Patent and Trademark Office ("USPTO") of U.S. Trademark Application Serial No. 86534830 for the mark "CLASSPASS" (the "Mark").

WHEREAS, Assignor and Assignee are parties to a certain agreement dated on or about October 5, 2016, (the "Agreement") under which the Mark and its goodwill are being purchased by Assignee.

WHEREAS, Assignor is executing this Assignment for purposes of recordal with the USPTO.

NOW, THEREFORE, in furtherance of the Agreement, Assignor hereby assigns to Assignee: (i) all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business with which the Mark is used and that is symbolized by the Mark; and (ii) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, dilutions or other violations of the Mark, including the right to sue for, collect, and retain all damages, profits, income, royalties, proceeds, and all other remedies associated therewith.

Assignor shall take such actions and shall execute and deliver all such further instruments, documents or other writings, and perform any other reasonable acts that Assignee may request, that may be necessary or appropriate to carry out and effectuate the provisions of this Assignment and to establish, enforce or defend Assignee's rights in the Mark in the United States.

Assignor: Anytime Health LLC

By: 

Name: DAVE MORSEN

Title: PRESIDENT