

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SparkPeople, Inc.		12/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fitness Integration LLC		
Street Address:	P.O. Box 123		
City:	Oakmont		
State/Country:	PENNSYLVANIA		
Postal Code:	15139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2988511	BABYFIT	
Registration Number:	3849252	DAILYSPARK	
Registration Number:	3564544	HEALTHTAINMENT	
Registration Number:	4810262	PEP	
Registration Number:	3629996	SPARKAMERICA	
Registration Number:	4296546	SPARKCOACH	
Registration Number:	4294936	SPARKGUY	
Registration Number:	3273112	SPARKPEOPLE	
Registration Number:	3227568	SPARKPOINTS	
Registration Number:	3495125	SPARKRECIPES	
Registration Number:	3542580	SPARKTEAMS	
Registration Number:	3577171	SPARKTEENS	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	513-241-2324		
Email:	ksmith@whe-law.com		
Correspondent Name:	Kathryn E. Smith, Wood Herron & Evans		
Address Line 1:	441 Vine Street		

TRADEMARK

Address Line 2: 2700 Carew Tower
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Kathryn E. Smith

SIGNATURE: /Kathryn E. Smith/

DATE SIGNED: 02/06/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “ IP Assignment”) is entered into as of January 1, 2019, by SparkPeople, Inc., a Delaware corporation (“Assignor”), in favor of and for the benefit of Fitness Integration LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined in this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement (as defined below).

BACKGROUND

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 28, 2018, by and between Assignor and Assignee (the “Purchase Agreement”), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of its Intellectual Property Assets and Intellectual Property Agreements, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of and pursuant to the terms and conditions set forth in the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Upon and subject to the terms and conditions of the Purchase Agreement and this IP Assignment, Assignor hereby irrevocably conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest in and to the following:

(a) the Trademarks, including, but not limited to the trademark applications and registrations set forth on Exhibit A hereto, together with the goodwill of the business connected with the use of, and symbolized by the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the Copyrights, including but not limited to the copyright registrations, applications, and exclusive copyright licenses set forth on Exhibit B hereto;

(c) the Patents, including but not limited to all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof set forth on Exhibit C hereto;

(d) the Domains set forth on Exhibit D hereto;

(e) the Trade Secrets referred to on Exhibit E hereto;

(f) the Software set forth on Exhibit F hereto;

(g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, rights to recover for past, present and future violations thereof;

(h) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(i) any and all claims and causes of action, arising out of any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(j) the Intellectual Property Agreements.

2. Recordation and Further Action. Assignor hereby authorizes the Commissioner for Patents and Trademarks in the United States Patents and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Assignee. From time to time at Assignee's request, without further consideration, Assignor shall execute, acknowledge and deliver to Assignee or file, or shall cause to be executed, acknowledged, delivered or filed, such other deeds, transfers, conveyance or assignments and shall take, or cause to be taken, such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may request in order to effectuate, evidence, or perfect the assignment of the Intellectual Property Assets and Intellectual Property Agreements and all documents, instruments, materials and information relating thereto.

3. Terms of the Asset Purchase Agreement; Entire Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property Assets and Intellectual Property Agreements. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties with regard to the assignment of the Intellectual Property Assets and Intellectual Property Agreements. This IP Assignment is made subject to the provisions of the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, and this IP Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement, the Transaction Documents or any transaction document related thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this IP Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

4. Modifications; Successors and Assigns. This IP Assignment may not be amended or modified except by a written instrument duly signed by Assignor and Assignee hereto and

shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of and be enforceable by Assignee and its successors and assigns. Nothing contained in this IP Assignment shall be deemed to confer any rights or benefits upon any person not a party to this IP Assignment.

5. Governing Law. This IP Assignment shall be governed and construed in accordance with the substantive laws of the State of Delaware, without giving effect to any choice of laws principles.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, .pdf, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned party has caused this Intellectual Property Assignment to be duly executed as of the day and year first written above.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment of Trademarks as of the date first written above.

SPARKPEOPLE, INC.

By: 
Chris Downie
Chief Executive Officer

PLEASE SEE ATTACHED
NOTARY CERTIFICATE

Address for Notices: 310 Culvert Street
Suite 301
Cincinnati, OH 45202

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)SS.
COUNTY OF _____)

On the _____ day of December, 2018, before me personally appeared Chris Downie, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of SparkPeople, Inc., a Delaware corporation, and acknowledged the instrument to be his free act and deed/the free act and deed of SparkPeople, Inc. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: -

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

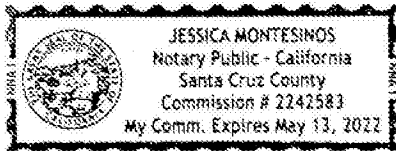
State of California)

County of SANTA CRUZ)

On December 31, 2018 before me, Jessica Montesinos, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Chris Downie
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Montesinos
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A

Trademarks



Mark	Jurisdiction	Registration Number	Registration Date
BABYFIT	Canada	TMA677406	21 November, 2006
BABYFIT	United States	2,988,511	30 August, 2005
DAILYSPARK	United States	3,849,252	21 September, 2010
HEALTHTAINMENT	United States	3,564,544	20 January, 2009
PEP	United States	4,810,262	08 September, 2015
SPARKAMERICA	United States	3,629,996	02 June, 2009
SPARKCOACH	United States	4,296,546	26 February, 2013
SPARKGUY	United States	4,294,936	26 February, 2013
SPARKPEOPLE	Australia	1001741	10 October, 2005
SPARKPEOPLE	Canada	TMA681921	20 February, 2007
SPARKPEOPLE	China P.R.	6588453	28 March, 2010
 (SPARKPEOPLE Chinese Characters)	China P.R.	6588456	07 August, 2010
SPARKPEOPLE	China P.R.	6588454	07 September, 2010
SPARKPEOPLE	European Union	003817582	25 July, 2005
SPARKPEOPLE	United States	3,273,112	07 August, 2007
 (SPARKPEOPLE Chinese Characters)	China P.R.	6588455	28 March, 2010
SPARKPOINTS	United States	3,227,568	10 April, 2007
SPARKRECIPES	United States	3,495,125	02 September, 2008
SPARKTEAMS	United States	3,542,580	09 December, 2008
SPARKTEENS	United States	3,577,171	17 February, 2009

EXHIBIT "B" THROUGH EXHIBIT "F" HAVE BEEN REDACTED