

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CG NATION, L.L.C.		10/07/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CG IP HOLDINGS, LLC		
Street Address:	9185 RESEARCH BLVD.		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78758		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4744496	CG	
Registration Number:	4744495	CG	
Registration Number:	5500292	CG	
Registration Number:	4369498	CG ARENA GROUP FITNESS	
Registration Number:	5433862	CG BOLD	
Registration Number:	5500287	CG FIT	
Registration Number:	5124271	HAPPY CAMPER	
Registration Number:	5124373	HAPPY CAMPER. BE BOLD. BE HAPPY!	
Registration Number:	5525810	BE BOLD BE HAPPY	
Registration Number:	5242108	BETTER TOGETHER	
CORRESPONDENCE DATA			
Fax Number:	5123912117		
<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:	5122362077		
Email:	enicolasipdocket@jw.com		
Correspondent Name:	JACKSON WALKER L.L.P.		
Address Line 1:	100 CONGRESS AVENUE, SUITE 1100		
Address Line 4:	AUSTIN, TEXAS 78701		

CH \$265.00 4744496

ATTORNEY DOCKET NUMBER:	140033.00042
NAME OF SUBMITTER:	Jennifer Ervin
SIGNATURE:	/jennifer ervin/
DATE SIGNED:	11/02/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”) is made and entered into by and between **CG NATION, L.L.C.**, a Texas limited liability company (“**Assignor**”), and **CG IP HOLDINGS, LLC**, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to herein each as a “**Party**” and collectively as the “**Parties**”. In consideration of the premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree to the following nunc pro tunc effective as of October 7, 2020 (“**Effective Date**”):

1. Trademarks. As used herein, the term “**Trademarks**” collectively means the trademarks, service marks, trade names, commercial names, logos, and other marks identified in Schedule A attached hereto and incorporated herein by reference, both at common law and as covered by their respective registrations and applications for registration, together with the goodwill of the business(es) in which those marks are used, and with that part of the goodwill of the business(es) connected with the use of and symbolized by those marks.

2. Assignment. Assignor hereby and forever irrevocably conveys, transfers, and otherwise assigns to Assignee, and Assignee does hereby accept and acquire, all of Assignor’s past, present, and future rights, titles, interests, and privileges in and to the Trademarks, together with the business(es) and the goodwill of the business(es) in which the Trademarks are used, and with that part of the goodwill of the business(es) connected with the use of and symbolized by the Trademarks, and all rights, titles, interests, and privileges appurtenant to the foregoing (including, without limitation, all registrations, renewals, and extensions; all applications for registration, renewal, and extension; all rights to register, protect, sue, enforce, defend, recover, administer, and benefit from or in connection with the enforcement or defense of any of the foregoing, whether at law, in equity, or otherwise; all claims and causes of action for past, present, or future infringement or other legal theory with respect to any of the foregoing; and all rights to receive income, fees, royalties, damages, payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing). For the avoidance of doubt, the foregoing assignment includes, without limitation, any and all rights of any kind and nature whatsoever of Assignor accruing before, on, or after the Effective Date under any of the foregoing provided by the applicable laws of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date (including, without limitation, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, unfair competition, 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 other remedies.

3. Recordation. Assignor hereby authorizes 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.

4. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor has read, understands, and voluntarily enters into this Assignment; and (b) Assignor has not previously sold, conveyed, assigned, transferred, or otherwise promised to any third party

any of the rights, titles, interests, or privileges which are being granted, conveyed, or waived in favor of Assignee under this Assignment.

5. Further Assurances. Each Party will execute such further documents and take such further actions which are reasonably necessary to effectuate the terms, conditions, and intent of this Assignment.

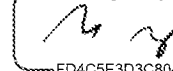
6. Governing Law; Forum. This Assignment is governed by the laws of the State of Texas, regardless of its place of execution, its place of performance, and any conflicts of law analysis. The Parties hereby irrevocably submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Travis County, Texas for the litigation of any and all disputes, controversies, and claims arising from or concerning this Assignment or its subject matter, and agree that it is not an inconvenient venue or forum.

7. Miscellaneous. This Assignment sets forth the entire agreement and understanding between the Parties relative to the Trademarks; it may be signed in multiple counterparts and exchanged by personal delivery, fax, or e-mail, each of which shall be an original and all of which, taken together, shall be one instrument; and it shall inure to the benefit of and be binding on the Parties and their respective successors, assigns, and transferees. This Assignment cannot be modified, released, or waived, in whole or in part, except in a writing signed by the Parties. If a court with binding authority invalidates any provision of this Assignment, then the remainder shall not be affected, and that court shall reform the invalidated provision to the maximum extent possible consistent with the intent of this Assignment and applicable law.

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as evidenced by the signatures below, and this Assignment shall be deemed effective as of the Effective Date.

CG NATION, L.L.C.

DocuSigned by:



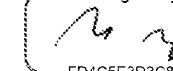
By: _____
FD4C5E3D3C80463...

Print Name: Phil Murray

Title: Chief Financial Officer

CG IP HOLDINGS, LLC

DocuSigned by:




By: _____
FD4C5E3D3C80463...

Print Name: Phil Murray

Title: Chief Financial Officer

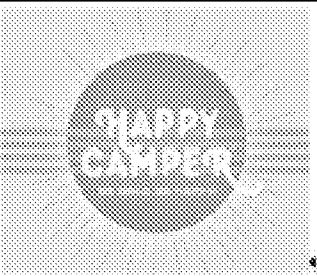
SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Description of Goods/Services</u>
 (Word Mark: CG)	U.S. Tm. Reg. No. 4,744,496	Physical education services; Providing instruction, training and consulting in the field of physical exercise; Physical fitness instruction, training and consultation; Sports instruction, training and consultation; Providing facilities for sports and fitness activities; Providing equipment for sports and fitness activities; Encouraging physical health and wellness through exercise by organizing, conducting and operating athletic competitions; Production and distribution of videos in the field of physical exercise education, in International Class 41.
CG	U.S. Tm. Reg. No. 4,744,495	Physical education services; Providing instruction, training and consulting in the field of physical exercise; Physical fitness instruction, training and consultation; Sports instruction, training and consultation; Providing facilities for sports and fitness activities; Providing equipment for sports and fitness activities; Encouraging physical health and wellness through exercise by organizing, conducting and operating athletic competitions; Production and distribution of videos in the field of physical exercise education, in International Class 41.
CG	U.S. Tm. Reg. No. 5,500,292	Downloadable software and mobile applications for wireless data communication for receiving, processing, transmitting, and displaying information relating to fitness, exercise, nutrition, dieting, weight, body fat, and muscle or body mass; Downloadable software and mobile applications for managing information regarding tracking, compliance, and motivation with fitness, exercise, nutrition, diet, health, wellness, and weight management programs; Downloadable software and mobile applications for providing information regarding fitness, exercise, nutrition, dieting, health, wellness, and weight management; Downloadable software and mobile applications for use in creating, viewing, tracking, storing, managing, monitoring, and planning fitness, exercise, nutrition, diet, health, wellness, and weight management; Downloadable software and mobile applications that allow a community of users to display and track rankings and achievements in the fields of fitness, nutrition, dieting, health, and wellness; Downloadable software and mobile applications for tracking and managing points or referrals to redeem

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Description of Goods/Services</u>
		<p>goods, services, and discounts; Downloadable software and mobile applications for the arrangement and booking of fitness, exercise, nutrition, dieting, health, wellness, and weight management services; Downloadable software and mobile applications for electronic map display, fitness camp location and destination information, and fitness camp scheduling and check-ins, in International Class 09.</p> <p>Personal training provided in connection with weight loss and fitness; Physical fitness assessment and training services; Body fat assessment services for physical fitness assessment purposes; Physical fitness planning and supervision programs, in International Class 041.</p> <p>Providing information in the fields of nutrition, diet, health, wellness, and weight management; Providing weight management services, namely, providing weight loss, weight maintenance, diet, and nutrition planning and supervision programs, in International Class 44.</p>
CG ARENA GROUP FITNESS	U.S. Tm. Reg. No. 4,369,498	Fitness instruction, training and consulting; Sports instruction, training and consulting; Providing facilities and equipment for fitness, sports and recreational activities, in International Class 41.
CG BOLD	U.S. Tm. Reg. No. 5,433,862	<p>Administration of consumer membership program enabling participants to receive discounts in the field of physical fitness, training, and consultation services; administration of consumer loyalty program that provides free or discount services in the field of physical fitness, training, and consultation; administration of consumer loyalty program that allows members to use points or referrals to redeem goods, services, and discounts; providing incentive awards programs for members through issuance and processing of points and referrals for purchase of and discounts on goods and services, in International Class 35.</p> <p>Physical education services; providing instruction, training, and consulting in the field of physical exercise; physical fitness instruction, training, and consultation; sports instruction, training, and consultation, in International Class 41.</p>
CG FIT	U.S. Tm. Reg. No. 5,500,287	Downloadable software and mobile applications for wireless data communication for receiving, processing, transmitting, and displaying information relating to fitness, exercise, nutrition, dieting, weight, body fat, and

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Description of Goods/Services</u>
		<p>muscle or body mass; Downloadable software and mobile applications for managing information regarding tracking, compliance, and motivation with fitness, exercise, nutrition, diet, health, wellness, and weight management programs; Downloadable software and mobile applications for providing information regarding fitness, exercise, nutrition, dieting, health, wellness, and weight management; Downloadable software and mobile applications for use in creating, viewing, tracking, storing, managing, monitoring, and planning fitness, exercise, nutrition, diet, health, wellness, and weight management; Downloadable software and mobile applications that allow a community of users to display and track rankings and achievements in the fields of fitness, nutrition, dieting, health, and wellness; Downloadable software and mobile applications for the arrangement and booking of fitness, exercise, nutrition, dieting, health, wellness, and weight management services; Downloadable software and mobile applications for electronic map display, fitness camp location and destination information, and fitness camp scheduling and check-ins; Downloadable software and mobile applications for collection and publication of recipes, in International Class 09.</p> <p>Physical education services; Providing instruction, training, and consulting in the field of physical exercise; Physical fitness instruction, training, and consultation; Sports instruction, training, and consultation; Personal training provided in connection with weight loss and fitness; Physical fitness assessment and training services; Body fat assessment services for physical fitness assessment purposes; Body or muscle mass indexing and assessment services for physical fitness assessment purposes; Physical fitness planning and supervision programs, in International Class 41.</p> <p>Providing information in the fields of nutrition, diet, health, wellness, and weight management; Providing weight management services, namely, providing weight loss, weight maintenance, diet, and nutrition planning and supervision programs, in International Class 44.</p>
HAPPY CAMPER	U.S. Tm. Reg. No. 5,124,271	Physical education services; providing instruction, training, and consulting in the field of physical exercise; Physical fitness instruction, training, and consultation; Sports instruction, training, and consultation; Encouraging physical health and wellness through exercise by organizing, conducting, and operating

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Description of Goods/Services</u>
		athletic competitions; Physical fitness and exercise camps; Fitness boot camps, in International Class 41.
 <p>(Word Mark: HAPPY CAMPER. BE BOLD. BE HAPPY!)</p>	U.S. Tm. Reg. No. 5,124,373	Physical education services; providing instruction, training, and consulting in the field of physical exercise; Physical fitness instruction, training, and consultation; Sports instruction, training, and consultation; Encouraging physical health and wellness through exercise by organizing, conducting and operating athletic competitions; Physical fitness and exercise camps; Fitness boot camps, in International Class 41.
BE BOLD BE HAPPY	U.S. Tm. Reg. No. 5,525,810	Physical education services; Providing instruction, training, and consulting in the field of physical exercise; Physical fitness instruction, training, and consultation; Sports instruction, training, and consultation related thereto; Encouraging physical health and wellness through exercise by organizing, conducting, and operating athletic competitions; Physical fitness and exercise camps; Personal training provided in connection with weight loss and fitness; Providing physical fitness planning programs and supervision; Body fat assessment services for physical fitness assessment purposes; Physical fitness assessment and physical fitness training services, in International Class 41.
BETTER TOGETHER	U.S. Tm. Reg. No. 5,242,108	Physical education services; providing instruction, training and consulting in the field of physical exercise; physical fitness instruction, training and consultation; sports instruction, training and consultation; providing facilities for sports and fitness activities; providing equipment for sports and fitness activities; encouraging physical health and wellness through exercise by organizing, conducting and operating athletic competitions; production and distribution of videos in the field of physical exercise education., in International Class 41.