

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SQUARE 1 BANK		09/23/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SMOOTH FITNESS, LLC		
Street Address:	780 Fifth Avenue		
Internal Address:	Suite 120		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3846000	SMOOTH FITNESS	
Registration Number:	3414959	DMT	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee conner		
Signature:	/leeconner-tkf/		

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TRADEMARK

Date:

09/24/2013

Total Attachments: 2

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of September 23, 2013, by **SQUARE 1 BANK** ("Lender") in favor of **SMOOTH FITNESS, LLC**, a Delaware limited liability company ("Company").

Recital

WHEREAS Company granted to Lender a security interest in its copyrights, patents and trademarks, including without limitation, the trademarks described on Exhibit A attached hereto, (collectively, the "Intellectual Property") under an Intellectual Property Security Agreement dated as of March 8, 2013 (the "Security Agreement"), and recorded with the US Patent and Trademark Office as set forth on Exhibit A.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

Agreement

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

SQUARE 1 BANK

Name: _____

Title: _____

406 Blackwell Street
Suite 240
Durham, NC 27701

EXHIBIT A

Trademarks

Lender's security interest in the following U.S. trademarks was recorded at the US Patent and Trademark Office on **June 24, 2013** at Reel and Frame Number **5055/0087**:

United States Trademarks

Trademark	Reg. No.	Registration Date
SMOOTH FITNESS & Design	3,846,000	9/7/2010
DMT	3,414,959	4/22/2008

Canadian Trademarks

Trademark	Reg. No.	Registration Date
SMOOTH FITNESS	TMA783631	11/29/2010
SMOOTH FITNESS & Design	TMA818041	2/21/2012