

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCOA FRANCHISE HOLDING, LLC		12/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BROOKSIDE MEZZANINE FUND II, L.P.
Street Address:	201 Tresser Boulevard
Internal Address:	Suite 330
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	BROOKSIDE MEZZANINE FUND III, L.P.
Street Address:	201 Tresser Boulevard
Internal Address:	Suite 330
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85084349	HCOA FITNESS
Serial Number:	85084347	HCOA FITNESS
Serial Number:	85084346	HCOA FITNESS PURE ENERGY. PURE LIFE.
Serial Number:	85084335	HCOA FITNESS PURA ENERGIA. PURA VIDA.
Serial Number:	85084344	HCOA FITNESS PURE ENERGY. PURE LIFE.
Serial Number:	85084342	HCOA FITNESS PURA ENERGIA. PURA VIDA.

CH \$190.00 85084349

Serial Number:

75359739

HEALTH CLUBS OF AMERICA

CORRESPONDENCE DATA

Fax Number: 9735972400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 973-597-2500

Email: lstrademark@lowenstein.com

Correspondent Name: Lawrence A. Weinstein, Esq.

Address Line 1: Lowenstein Sandler LLP

Address Line 2: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:

21859.17

NAME OF SUBMITTER:

Lawrence A. Weinstein, Esq.

Signature:

/Lawrence A. Weinstein/

Date:

12/26/2013

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 24, 2013 (the "Effective Date"), is entered into by and among HCOA FRANCHISE HOLDING, LLC, a Delaware limited liability company, whose principal place of business and mailing address is 730 NW 19th Street, Suite 702, Miami, FL 33216-1233 ("Debtor"), BROOKSIDE MEZZANINE FUND II, L.P. ("Brookside II") and BROOKSIDE MEZZANINE FUND III, L.P. ("Brookside III" and, collectively with Brookside II, "Lender"). Debtor hereby grants to Lender a continuing security interest in and to, and Lien on, and hereby assigns to Lender, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Lender hereby further agree as follows:

1. **OBLIGATIONS:** The security interest hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Credit Agreement dated of even date herewith by and among Debtor, each of the other Persons named as a Borrower or Guarantor on the signature pages thereto (together with Debtor, each a "Loan Party" and collectively, the "Loan Parties") and Lender (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

2. **TRADEMARK COLLATERAL:** To secure the full, prompt and complete payment and performance of the Obligations, each Debtor hereby grants to each Lender a security interest and Lien in (i) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the "Trademarks"); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks throughout the world; (vi) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (vii) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing (all of the foregoing being, collectively, the "Trademark Collateral"). Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of. Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral (as hereinafter defined) for purposes of this Agreement.

3. **DEFINITIONS:**

(a) “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “NY UCC” means the Uniform Commercial Code, as adopted in New York, as amended or superseded from time to time.

(b) Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

(c) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the NY UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the NY UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. **LICENSES:**

(a) Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral outside the ordinary course of business without the prior written consent of Lender, which consent will not be unreasonably withheld by Lender, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b).

(b) If an Event of Default occurs, Lender shall have the right, immediately or at any time thereafter, in its sole and reasonable discretion, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Lender’s satisfaction or is waived in writing by Lender, then, without any further action on the part of Lender, the Trademark Licenses will immediately revert with the licensees on the cessation of the Event of Default subject to the terms of this Agreement.

5. **REPRESENTATIONS AND WARRANTIES:** To induce Lender to have made and to continue to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to Lender that the following statements are, and will continue throughout the term of the Credit Agreement to be, true:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise have the right to grant a security interest in the Trademark Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(b) Debtor has full right to grant the security interest hereby granted;

(c) To Debtor's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I:

(e) To Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, might reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(f) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, or the Puerto Rico Trademark Office, as applicable, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (a) for the grant by Debtor of the liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (b) for the perfection of or the exercise by Lender of its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:

(a) Until the Obligations are fully paid, performed and satisfied and this Agreement is terminated, Debtor will:

(i) furnish to Lender upon Lender's request a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other reports in connection with the Trademark Collateral as Lender may reasonably request, all in reasonable detail, and, further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Lender shall require for the purpose of confirming and perfecting Lender's security interest in any or all of the Trademark Collateral;

(ii) should it obtain an ownership interest in any Trademark License Rights or Trademarks, which is not now identified in Schedule I (i) Debtor will give prompt written notice to Lender, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this paragraph; Debtor authorizes Lender to modify this Agreement by amending Schedule I to include any Trademarks and trademark License Rights which become part of the Trademark Collateral under this paragraph;

(iii) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, take all commercially reasonable necessary steps to

maintain each registered Trademark and to pursue each item of Trademark Collateral. To the extent material to the conduct of its businesses, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business;

(iv) notify Lender promptly when Debtor learns (i) that any item of the Trademark Collateral may become abandoned or dedicated; or (ii) of any adverse written determination (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral;

(v) notify promptly Lender, should Debtor become aware that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(vi) not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral except (a) as expressly permitted by the Credit Agreement or (b) as expressly permitted by this Agreement; or (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement;

(vii) cause the use of reasonable and proper statutory notice in connection with its use of each registered trademark or service mark in its business; and

(viii) pay all expenses and reasonable attorneys' fees of Lender incurred by Lender in the exercise (including enforcement) of any of Lender's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. **POWER OF ATTORNEY:** Debtor hereby makes, constitutes and appoints Lender its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Lender is acting pursuant to this Agreement. Debtor specifically authorizes Lender as its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or

desirable to perfect or otherwise further the security interest granted herein; and (ii) effective upon the occurrence and during the continuance of an Event of Default (x) to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Trademark Collateral; (y) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Lender's name (or the name of any nominee); and (z) to otherwise enforce the rights of Lender with respect to any of the Trademark Collateral.

8. **DEFAULT:** If an Event of Default occurs and is continuing, then, in any such event, Lender may, without further notice to Debtor except as expressly provided in the Credit Agreement, at Lender's option, declare any or all of the Obligations to become immediately due and payable in the aggregate amount. If an Event of Default occurs and is continuing, Lender may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a lender under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Lender's name or in the name of any nominee of Lender, (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as reasonably directed by Lender and make the documents available to the Lender at a place to be designated by Lender; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Lender under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually received by Lender, any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Debtor will supply to Lender or its designee Debtor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, Lender may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Lender to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated. No remedy set forth herein is exclusive of any other available remedy or

remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Lender may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Lender to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default. Moreover, Debtor acknowledges and agrees that Lender shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Lender to, (a) prepare any of the Trademark Collateral for sale, (b) pursue any Person to collect any of the Obligations or (c) exercise collection remedies against any Persons obligated on the Trademark Collateral. Lender's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Lender shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement.

(c) All rights and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws (including, without limitation, section 5-1401 of the New York State consolidated laws, but otherwise without regard to the conflict of laws provisions) of the State of New York.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Lender to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Lender at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Lender at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements,

continuation statements or other such documents as have been filed naming Debtor as debtor and Lender as seemed party. Lender is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Lender in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Lender's Lien on, the "Collateral" as defined in the Security Agreement, or the Lender's remedies respecting the "Collateral."


(g) LENDER AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) This Agreement will terminate ("Termination") on the later to occur of: (i) the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Lender has not then given notice of a claim thereof against a Loan Party) or (ii) the termination of the Credit Agreement. Upon such Termination, Lender will, upon Debtor's request, execute and deliver to Debtor any release of its Lien on the Trademark Collateral or similar instrument of re-conveyance and deliver or authorize Debtor or its agents to file UCC termination statements with respect to its Lien on the Trademark Collateral, all as Debtor may reasonably request.

[Signature Page Follows]

This Agreement is made and dated as of the Effective Date.

HCOA FRANCHISE HOLDING, LLC

By: 
Name: Juan Ortega
Title: President

BROOKSIDE MEZZANINE FUND II, L.P.

By: Brookside Mezzanine Partners II, LLC
Its General Partner

By: _____
Name:
Title:

BROOKSIDE MEZZANINE FUND III, L.P.

By: Brookside Mezzanine Partners II, LLC
Its General Partner

By: _____
Name:
Title:


This Agreement is made and dated as of the Effective Date.

HCOA FRANCHISE HOLDING, LLC

By: _____
Name:
Title:

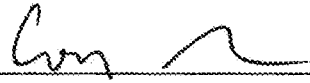
BROOKSIDE MEZZANINE FUND II, L.P.

By: Brookside Mezzanine Partners II, LLC
Its General Partner

By:  _____
Name: Corey Sclar
Title: Managing Partner

BROOKSIDE MEZZANINE FUND III, L.P.

By: Brookside Mezzanine Partners II, LLC
Its General Partner

By:  _____
Name: Corey Sclar
Title: Managing Partner

SCHEDULE I
TRADEMARKS

UNITED STATES

	Serial Number	Reg. Number	Word Mark
1	85084349	4222370	HCOA FITNESS
2	85084347	4222369	HCOA FITNESS
3	85084346	4222368	HCOA FITNESS PURE ENERGY. PURE LIFE.
4	85084335	4222367	HCOA FITNESS PURA ENERGIA. PURA VIDA.
5	85084344	4050306	HCOA FITNESS PURE ENERGY. PURE LIFE.
6	85084342	4150767	HCOA FITNESS PURA ENERGIA. PURA VIDA.
7	75359739	2282551	HEALTH CLUBS OF AMERICA

PUERTO RICO

	Filing Number	Word Mark
1	72230	HCOA Fitness Pure Energy, Pure Life
2	72237	HCOA Fitness Pure Energy, Pure Life
3	72245	HCOA Fitness Pure Energy, Pure Life
4	72235	HCOA FITNESS & Horizontal Design
5	72233	HCOA FITNESS & Horizontal Design
6	72244	HCOA FITNESS & Vertical Design
7	72247	HCOA FITNESS & Vertical Design
8	72241	HCOA FITNESS PURA ENERGIA. PURA VIDA & Horizontal Design
9	72243	HCOA FITNESS PURA ENERGIA. PURA VIDA & Horizontal Design
10	72229	HCOA FITNESS PURA ENERGIA. PURA VIDA & Vertical Design
11	72246	HCOA FITNESS PURA ENERGIA. PURA VIDA & Vertical Design
12	72240	HCOA FITNESS PURE ENERGY. PURE LIFE & Horizontal Design