

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
OCEAN BANK		12/24/2013	BANKING CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	LOA FRANCHISE HOLDING, LLC
Street Address:	730 NW 19th Street
Internal Address:	Suite 702
City:	Miami
State/Country:	FLORIDA
Postal Code:	33216
Entity Type:	LIMITED LIABILITY COMPANY: 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.
Serial Number:	75359739	HEALTH CLUBS OF AMERICA

CORRESPONDENCE DATA	
Fax Number:	9735972400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	973-597-2500
Email:	lstrademark@lowenstein.com

CH \$190.00 85084349

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

ATTORNEY DOCKET NUMBER:

21859.17

NAME OF SUBMITTER:

Lawrence A. Weinstein, Esq.

Signature:

/Lawrence A. Weinstein/

Date:

01/07/2014

Total Attachments: 10

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SECURITY INTEREST RELEASE FOR TRADEMARKS

This Security Interest Release for Trademarks (this "Agreement"), dated December 24, 2013, by Ocean Bank (the "Secured Party") in favor of LOA Franchise Holding, LLC, a Delaware limited liability company ("LOA"), Healthy Concepts, LLC, a Delaware limited liability company ("HC"), Total Body Fitness, LLC, a Delaware limited liability company ("TB"), Total Body Fitness PR, LLC, a Puerto Rico limited liability company ("TBPR"), and HCOA Franchise Holding, LLC, a Delaware limited liability company ("HCOA"; LOA, HC, TB, TBPR and HCOA each a "Borrower" and collectively, the "Borrowers"; together with certain other affiliates of the Borrowers, each a "Loan Party" and collectively, the "Loan Parties"), is as follows:

WHEREAS, certain of the Loan Parties have heretofore granted to Secured Party a security interest in certain trademarks (collectively, the "Trademarks") to secure indebtedness owed by the Loan Parties to Secured Party, including, but not limited to, the trademarks identified in Schedule A attached hereto and such security interest was recorded in the United States Patent and Trademark Office on (x) February 29, 2012 at Reel No. 4726/Frame No. 0272 and (y) August 1, 2012 at Reel No. 4880/Frame No. 0122;

WHEREAS, Secured Party has delivered a Commercial / Consumer Payoff Letter (the "Payoff Letter"), attached hereto as Schedule B, acknowledging payment in full of the Loans (as defined therein) owed by the Loan Parties to Secured Party, against which the security interest in the Trademarks served as collateral, and entitling the Loan Parties to execute and deliver all termination statements necessary to discharge the security interests; and

WHEREAS, the Secured Party wishes to record in the United States Patent and Trademark office for purposes of recording the and restoring all right, title and interest in and to the Trademarks to the Loan Parties.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party terminates, releases and discharges its security interest in and to the Trademarks, and all other right, title, and interest in and to the Trademarks and reassigns to each of the Loan Parties, as applicable, any and all such right, title and interest that it may have in the Trademarks. Secured Party agrees to execute, acknowledge, procure and deliver to the Loan Parties any and all further documents or instruments and do any and all further acts which the Loan Parties (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Agreement and the Loan Parties' (or their assignees') right, title and interest in and to the Trademarks.

This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any



choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature on following page]

A handwritten signature in black ink, appearing to be the initials 'A.S.' or similar, located at the bottom center of the page.

The undersigned has hereby executed this Release on behalf of Secured Party.

OCEAN BANK

By: *[Signature]*

Name: *Atsuko*

Title: *S. V. P.*



Schedule A

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

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Schedule B

Payoff Letter

[SEE ATTACHED]

A handwritten signature or set of initials, possibly 'GJ', written in dark ink.

COMMERCIAL / CONSUMER PAY OFF LETTER

December 6, 2013

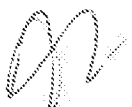
JOHNATHAN ROBERTSON
7300 CORPORATE CENTER DRIVE,
SUITE 702
MIAMI, FL 33316

OB Loan Number: 10192755863
Collateral Address: UCC

LOA Franchise Holding, LLC, a Delaware limited liability company ("LOA"), Healthy Concepts, LLC, a Delaware limited liability company ("HC"), Total Body Fitness, LLC, a Delaware limited liability company ("TB"), Total Body Fitness PR, LLC, a Puerto Rico limited liability company ("TBPR"), and HCOA Franchise Holding, LLC, a Delaware limited liability company ("HCOA"; LOA, HC, TB, TBPR and HCOA each a "Borrower" and collectively, the "Borrowers"), along with each of the Guarantors listed on Schedule A hereto (the "Guarantors") and each of the Obligors listed on Schedule B hereto (the "Obligors" and, together with the Borrowers and the Guarantors, each a "Loan Party" and collectively, the "Loan Parties") have given Ocean Bank, a Florida banking corporation (the "Lender") notice that the Loan Parties intend to repay in full all of the indebtedness, obligations and liabilities of the Loan Parties to the Lender with respect to those loans identified by the OB Loan Number referenced above (the "Loans").

We have been requested to provide this letter setting forth the amount (the "Total Payoff Amount") necessary, as of 3:00 p.m. (Eastern Standard Time) on December 20, 2013 (the "Required Payment Time"), to pay all indebtedness owing to the Lender, including, without limitation, the Loans. As of December 20, 2013, the Total Payoff Amount is ~~xxxxxxx~~ (and is described in greater detail on Schedule C hereto), which amount includes all principal, interest, fees, costs and expenses as of such date; provided, however, that if the Total Payoff Amount is not received by the Required Payment Time, a total per diem amount of ~~xxxxxxx~~ shall be due until payment is so received.

The Total Payoff Amount is based on the assumption that on and after the date hereof, no payments are made on the Loans. The next payment under the Loans is due on December 27, 2013; therefore, the calculation of the Total Payoff Amount and the per diem amount set forth above is valid through December 26, 2013. It is your responsibility to verify the figures in this payoff statement. In the event that this statement contains any errors or omissions, Lender shall not be prejudiced by such error or omission, but shall be entitled to receive all amounts due under the terms of documents evidencing and securing the referenced loan. Lender does not assume responsibility for any incorrect information given in this payoff statement.



The Total Payoff Amount must be transferred to Lender pursuant to the following instructions:

By Wire:
Ocean Bank
ABA #066011392

SWIFT#OCBKUS3M
Loan No. 10192755863

Lender hereby acknowledges and agrees that upon the receipt of the Total Payoff Amount (including any required per diem amount) in immediately available funds:

- (i) all indebtedness, liabilities and other amounts owing to the Lender with respect to the Loans shall have been satisfied and paid in full;
- (ii) (1) all the security interests, liens and pledges of the assets of the Loan Parties granted in favor of the Lender shall be automatically released and terminated (without representation or warranty on our part) with no further action on our part, (2) any guaranty of the Loans shall be automatically terminated and released with no further action on our part and (3) the loan documents governing the Loans shall be automatically terminated and be of no further force and effect, except for indemnification and expense reimbursement provisions thereof as expressly survive the repayment of Loan;
- (iii) the Loan Parties, any agent of the Loan Parties, Brookside Mezzanine Fund II, L.P., Brookside Mezzanine Fund III, L.P., or any of their designees are authorized to file Uniform Commercial Code termination statements terminating the aforementioned liens; after confirmation with Ocean Bank of receipt of proper Total Payoff amount.
- (i) Lender shall promptly deliver any and all applicable possessory collateral and all applicable lien release forms requested by Loan Parties to Loan Parties or their designee, at Loan Parties sole cost and expense.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed in that State. Any signature delivered by a party by facsimile transmission or electronic transmission shall be deemed to be an original signature hereto.

If you have any questions, please feel free to contact our office at (305) 569-5227 or via fax at (305) 569-5052.

Sincerely,

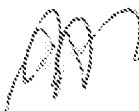
Alvaro Luis
SVP/Corporate Lending



Schedule A

Guarantors

- Johnathan L. Robertson, an individual
- HCOA Management Services, a Florida limited liability company
- HCOA PR Management Services, LLC, a Puerto Rico limited liability company



Schedule A

Schedule B

Obligors

- HCOA Oisqueya LLC, a Puerto Rico limited liability company
- HCOA Fajardo LLC, a Puerto Rico limited liability company
- HCOA Carolina LLC, a Puerto Rico limited liability company
- HCOA Vega Baja LLC, a Puerto Rico limited liability company
- HCOA San Juan LLC, a Puerto Rico limited liability company
- HCOA Rexville LLC, a Puerto Rico limited liability company
- HCOA Ponce LLC, a Puerto Rico limited liability company
- HCOA Mayaguez LLC, a Puerto Rico limited liability company
- HCOA Humacao LLC, a Puerto Rico limited liability company
- HCOA Guaynabo LLC, a Puerto Rico limited liability company
- HCOA Dorado LLC, a Puerto Rico limited liability company
- HCOA Cayey LLC, a Puerto Rico limited liability company
- HCOA Caguas LLC, a Puerto Rico limited liability company
- HCOA Bayamon LLC, a Puerto Rico limited liability company
- HCOA Arecibo LLC, a Puerto Rico limited liability company
- HCOA West Flagler, LLC, a Florida limited liability company
- HCOA Country Walk, LLC, a Florida limited liability company
- HCOA Miami Lakes LLC, a Florida limited liability company
- HCOA Miami Gardens, LLC, a Florida limited liability company



Schedule B

Schedule C

Pursuant to your request, below please find the payoff/estoppel information regarding the above referenced term loan.

Principal Balance as of	12/20/2013:	52,000,000.00
Accrued Interest through	12/20/2013:	9,000,000.00
Pre-Payment	12/20/2013:	30,000,000.00

Total Pay off amount due as of 12/20/2013: ~~52,000,000.00~~

Per Diem interest commencing on 12/21/2013: ~~200,000.00~~

Next Payment due date: 12/27/2013

This Payoff Letter is only valid through December 26, 2013. A late fee of pursuant to the terms of the Loans will be charged after 10 days of the payment due date. New Total Payoff amounts and new letter will be required after December 26, 2013.



Schedule B