

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299800

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PFIP, LLC		03/31/2014	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent
<b>Street Address:</b>	2 Corporate Drive, Floor 7
<b>City:</b>	Shelton
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06484-6238
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	85047925	BLACK CARD CUTS
Serial Number:	85537267	
Serial Number:	85214726	WHEREVER U-GO, THERE'S U-GO
Serial Number:	85812993	GYMTIMIDATION
Serial Number:	85469366	IT'S WORKING OUT IN YOUR FAVOR.
Serial Number:	85752647	JUDGEMENT FREE ZONE
Serial Number:	85433747	NADIE TE JUZGA
Serial Number:	85485798	NEW LOCATION! SAME PLANET!
Serial Number:	85973048	NO GYMTIMIDATION.
Serial Number:	85813018	NO GYMTIMIDATION
Serial Number:	85766800	NO HASSLES. NO BRAINER.
Serial Number:	77875348	NO EGOS
Serial Number:	85179822	NO GIMMICKS
Serial Number:	85664089	NO HASSLES. NO LUNKS. ALWAYS 10 BUCKS.
Serial Number:	85637477	NO SALESMEN. NO PRESSURE.
Serial Number:	85366691	PF 1992
Serial Number:	85469683	PF EXPRESS
Serial Number:	85913252	PF TV
Serial Number:	85882391	PLANET FITNESS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74435592	PLANET FITNESS
Serial Number:	85882515	PLANET FITNESS
Serial Number:	85299613	VISIONARY
Serial Number:	85820237	WE'RE NOT A GYM. WE'RE ...
Serial Number:	85973112	WE'RE NOT A GYM. WE'RE PLANET FITNESS.
Serial Number:	85814856	WE'RE NOT A GYM. WE'RE PLANET FITNESS.
Serial Number:	85471426	AND WE'RE ROLLING OUT THE PURPLE CARPET!
Serial Number:	85487971	YOU WON'T FEEL THE BURN IN YOUR WALLET
Serial Number:	85122804	ZERO - ZIP - ZILCH
Serial Number:	86028802	PF
Serial Number:	86028516	I PF

#### CORRESPONDENCE DATA

Fax Number: 2123037064

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

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	90091.00002
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/31/2014

#### Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement** (this "**Trademark Security Agreement**"), dated as of March 31, 2014, by PFIP, LLC (the "**Pledgor**") in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the "**Administrative Agent**") pursuant to the Credit Agreement (defined below).

**W I T N E S S E T H:**

WHEREAS, the Pledgor is a party to an Amended and Restated Pledge and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Amended and Restated Credit Agreement, dated as of March 31, 2014 (as amended, amended and restated supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Planet Intermediate, LLC, a Delaware limited liability company ("**Holdings**"), Planet Fitness Holdings, LLC, a New Hampshire limited liability company (the "**Borrower**"), the Subsidiaries of the Borrower from time to time party thereto and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "**Administrative Agent**") for the Lenders and each lender from time to time party thereto (the "**Lenders**"), the Pledgor hereby agrees with the Administrative Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As collateral security for the payment and performance in full of all the Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "**Trademark Collateral**"):

- (a) the Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for such Trademark.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any

provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

*[signature page follows]*

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PFIP, LLC



By: \_\_\_\_\_

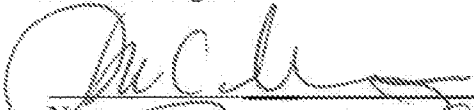
Name: Christopher Rondeau  
Title: Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005247 FRAME: 0950**

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: REED MULLIS  
Title: Credit Executive

[Signature Page to the Trademark Security Agreement]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Country	Application Date	Application No.	Reg. Date	Reg. No.
Australia	07/06/12	1500664	01/14/13	1500664
CTM	07/06/12	11019973	11/15/12	11019973
India	07/18/12	2365809		
Israel	07/08/12	247773	11/5/13	247773
Mexico	05/22/13	1375877		
Canada	05/21/13	1627559		
Mexico	05/22/13	1375876	09/25/13	1399907
USA	05/26/10	85/047925		
Japan	07/09/12	2012-055432	03/29/13	5569686
Mexico	07/20/12	1293507	11/26/12	1330662
Panama	07/26/12	214873	02/20/13	214873
Philippines	07/06/12	4-2012-501729	11/01/12	4-2012-501729
Canada	09/10/13	1642903		
Canada	09/10/13	1642898		
Canada	09/10/13	1642900		
USA	02/08/12	85/537267	2/26/13	4294662
Canada	09/10/13	1642909		
Canada	09/10/13	1642904		
Canada	06/05/13	1629752		
Mexico	05/31/13	83119	09/13/13	773831
Canada	09/10/13	1642912		
USA	08/05/13	86/028516	02/25/14	4488602
Canada	06/05/13	1629732		
Mexico	05/31/13	83117	09/13/13	77379
Canada	09/10/13	1642906		
USA	02/14/11	85/214726	09/27/11	4031462
USA	12/31/12	85/812993	06/25/13	4358140
Australia Via Madrid Protocol	01/22/13	A0033668	01/22/13	1152764
Canada	01/23/13	1611056	02/04/14	TMA870644
Mexico via Madrid Protocol	05/21/13	A0033668	01/22/13	1152764
International (WIPO)	01/22/13	A0033668	01/22/13	1152764
Canada	08/28/13	1641377		
USA	11/10/11	85/469366	1/08/13	4273237
International (WIPO)	05/02/12	A0029638	05/02/12	1121015
Australia Via Madrid Protocol	10/11/12	A0029638		

Brazil	05/31/12	904858154		
China via Madrid Protocol	07/30/12	A0029638	07/08/13	1121015
Israel -Madrid Protocol	05/02/12	A0029638	05/02/12	1121015
Japan via Madrid Protocol	07/30/12	A0029638	07/30/12	1121015
Malaysia	05/31/12	2012-009091	04/17/13	2012-009091
Malaysia	05/31/12	2012-009092	04/18/13	2012-009092
Mexico	04/13/12	1265951	09/06/12	1309628
Panama	07/26/12	214871	02/20/13	214871
Panama	07/26/12	214872	02/20/13	214872
Philippines	04/13/12	4-2012-500908	10/18/12	4-2012-500908
Canada	11/08/12	1601589		
China	06/06/12	11028146	11/14/13	11028146
China	06/06/12	11028145	11/14/13	11028145
Israel	05/03/12	246243	11/5/13	246243
Japan	05/28/12	2012-042191	03/08/13	5564634
Malaysia	05/31/12	2012009087	04/17/13	2012009087
Malaysia	05/31/12	2012009088	04/18/13	2012009088
Mexico	04/13/12	1265958	09/06/12	1309632
Panama	07/26/12	214878	02/20/13	214878
Panama	07/26/12	214879	02/20/13	214879
Philippines	04/13/12	4-2012-500911	02/09/13	4-2012-500911
Canada	09/10/13	1642913		
USA	10/12/12	85/752647	06/18/13	4353472
Canada	08/28/13	1641376		
Australia via Madrid Protocol	05/02/12	A0029635	05/02/12	1120880
Israel -Madrid Protocol	05/03/12	A0029635	05/02/12	1120880
Japan via Madrid Protocol	07/23/12	A0029635	05/02/12	1120880
Malaysia	05/31/12	2012009097	04/17/13	2012009097
Malaysia	05/31/12	2012009098	04/18/13	2012009098
Mexico	04/13/12	1265960	09/06/12	1309633
Panama	07/26/12	214866	02/20/13	214866
Panama	07/26/12	214867	02/20/13	214867
Philippines	04/13/12	4-2012-500910	02/09/13	4-2012-500910
Canada	09/10/13	1642899		
USA	09/28/11	85/433747	04/09/13	4315573
USA	12/02/11	85/485798	01/08/13	4273264
Canada	06/05/13	1629757		
Mexico	05/31/13	83120	09/13/13	77382
Australia via Madrid Protocol	07/23/12	A0029636	07/23/12	1120879
China via Madrid	07/23/12	A0029636	07/23/12	1120879



Protocol				
Israel via Madrid Protocol	05/02/12	A0029636	05/02/12	1120879
Japan via Madrid Protocol	07/23/12	A0029636	07/23/12	1120879
Malaysia	05/31/12	2012-009095	05/22/13	2012-009095
Mexico	04/13/12	1265959	05/13/13	1367092
Panama	07/26/12	214869	02/20/13	214869
Panama	07/26/12	214868	02/20/13	214868
Philippines	04/13/12	4-2012-500909	02/09/13	4-2012-500909
Australia via Madrid Protocol	01/22/13	A0033674	01/22/13	1152251
Canada	01/23/13	1611076	02/04/14	TMA870,645
Mexico via Madrid Protocol	01/21/13	A0033674	01/22/13	1152251
USA	06/28/13	85/973048	02/18/14	4484572
International (WIPO)	01/21/13	A0033674	01/21/13	1152251
USA	12/31/12	85/813018	06/25/13	4358141
USA	10/30/12	85/766800	06/11/13	4350275
International (WIPO)	05/02/12	A0029636	05/02/12	1120879
Canada	06/05/13	1629761		
Mexico	05/31/13	83121	09/13/13	77383
USA	11/18/09	77/875348	11/06/12	4238048
USA	11/18/10	85/179822	12/04/12	4254468
USA	06/25/12	85/664089	03/19/13	4306822
Canada	09/10/13	1642911		
China	06/06/12	11028148	10/14/13	11028148
China	06/06/12	11028147	10/14/13	11028147
Dominican Republic	06/20/12	E/2012-15060	09/17/12	197912
Israel	05/03/12	246244	02/04/14	246244
Japan	05/28/12	2012-042190	03/08/13	5564633
Panama	07/26/12	214880	02/20/13	214880
Panama	07/26/12	214881	02/20/13	214881
Philippines	05/03/12	4-2012-501097	11/01/12	4-2012-501907
Malaysia	05/31/12	2012009085	04/17/13	2012009085
Malaysia	05/31/12	2012009086	04/18/13	2012009086
Mexico	05/03/12	1271199	09/24/12	1313103
Mexico	05/03/12	1271200	09/24/12	1313104
Mexico	06/27/13	83616	10/28/13	78101
China	06/06/12	11028150	10/14/13	11028150
China	06/06/12	11028149	10/14/13	11028149
Israel	05/03/12	246247	02/04/14	246247
Japan	05/28/12	2012-042189	03/08/13	5564632
Panama	07/26/12	214862	02/20/13	214862
Panama	07/26/12	214863	02/20/13	214863
Philippines	04/13/12	4-2012-500912	02/09/13	4-2012-

				500912
Mexico	06/27/13	83619	12/3/13	78801
Malaysia	05/31/12	2012009079	05/22/13	2012009079
Malaysia	05/31/12	2012009084	04/18/13	2012009084
Mexico	04/13/12	1265961	09/06/12	1309634
Canada	08/28/13	1641379		
USA	05/29/12	85/637477	01/22/13	4279066
Canada	09/25/13	1645171		
USA	07/08/11	85/366691	05/21/13	4339293
USA	11/10/11	85/469683	11/27/12	4248919
Canada	09/10/13	1642907		
Canada	09/10/13	1642905		
Australia-Madrid Protocol	05/02/12	A0029631	05/02/12	1121736
Israel -Madrid Protocol	05/02/12	A0029631	05/02/12	1121736
Japan via Madrid Protocol	08/08/12	A0029631	08/08/12	1121736
Mexico	04/13/12	1265953	09/06/12	1309629
Panama	07/26/12	214875	02/20/13	214875
Panama	07/26/12	214874	02/20/13	214874
Philippines	04/13/12	4-2012-500913	02/09/13	4-2012-500913
Canada	09/10/13	1642914		
Mexico	06/27/13	83618	12/3/13	78800
Canada	06/05/13	1629734		
Mexico	05/31/13	1378993	09/27/13	1400645
Canada	06/05/13	1629754		
Mexico	05/31/13	1378994	08/29/13	1394098
Canada	09/10/13	1642908		
Canada	06/05/13	1629728		
Mexico	05/31/13	1378991	09/27/13	1403707
USA	04/24/13	85/913252	11/12/13	4432569
Australia via Madrid Protocol	10/11/12	A0020917		
Brazil	10/29/12	840304218		
Canada	06/26/13	1632826		
Dominican Republic	04/24/12	E/2012-9911	07/17/12	196605
Malaysia	05/31/12	2012-009093	05/22/13	2012009093
Mexico	04/13/12	1265955	09/06/12	1309631
Mexico	04/13/12	1265954	09/06/12	1309630
Mexico	12/10/12	1332793	04/01/13	1358634
Panama	07/26/12	214870	02/20/13	214870
Panama	07/26/12	214861	02/20/13	214861
Philippines	04/13/12	4-2012-500907	11/01/12	4-2012-500907
USA	03/21/13	85/882391	11/19/13	4435665
USA	09/10/93	74/435592	03/27/01	2,438,677
Australia via Madrid	11/01/12	A0029633		

Protocol				
Israel -Madrid Protocol	05/02/12	A0029633	05/02/12	1123045
Japan via Madrid Protocol	05/02/12	A0029633	05/02/12	1123045
Mexico	09/09/13	1411182		
Mexico	09/09/13	1411183		
Mexico	04/13/12	1265952	09/06/12	1309963
Panama	07/26/12	214877	02/20/13	214877
Panama	07/26/12	214876	02/20/13	214876
Philippines	04/13/12	4-2012-500914	06/20/13	4-2012-500914
USA	03/25/13	85/882515	11/19/13	4435666
Canada	06/05/13	1629737		
Mexico	05/31/13	1378995	09/27/13	1400646
Mexico	05/22/13	1375879		
Canada	06/05/13	1629759		
Mexico	05/31/13	83122	09/13/13	773834
Canada	08/28/13	1641378		
USA	04/20/11	85/299613	12/17/13	4451713
USA	01/10/13	85/820237		
Canada	06/05/13	1629730		
Mexico	05/31/13	83118		
USA	06/28/13	85/973112	02/18/14	4484575
USA	01/03/13	85/814856	03/04/14	4492327
USA	11/14/11	85/471426	04/30/13	4326666
USA	05/26/10	85/047925		
Australia via Madrid Protocol	10/11/12	A0029949	10/11/12	1122457
China via Madrid Protocol	05/22/12	A0029949	04/29/13	1122457
Dominican Republic	05/21/12	E/2012-12330	07/31/12	196939
Israel	05/22/12	246744	12/05/13	246744
Israel via Madrid Protocol	05/22/12	A0029949	05/22/12	1122457
Japan via Madrid Protocol	05/22/12	A0029949	05/22/12	1122457
Malaysia	05/31/12	2012009089	04/17/13	2012009089
Malaysia	05/31/12	2012009090	04/18/13	2012009090
Mexico	05/18/12	1275263	06/17/13	1375484
Mexico	05/18/12	1275264	09/27/12	1315642
Panama	07/26/12	214865	02/20/13	214865
Panama	07/26/12	214864	02/20/13	214864
Philippines	05/22/12	4-2012-501283	02/09/13	4-2012-501283
USA	12/06/11	85/487971	01/01/13	4269558
USA	09/03/10	85/122804	05/03/11	3954849
USA	10/12/12	85/752647	06/18/13	4353472
USA	04/24/13	85/913252		

Canada	06/05/13	1629727		
Mexico	05/31/13	1378990	09/27/13	1400644
Mexico	06/27/13	83617	12/3/13	78799
Canada	08/26/13	1640877		
USA	08/05/13	86/028802		
Canada	08/26/13	1640870		
Canada	08/26/13	1640876		
USA	08/05/13	86/028516		