

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309446

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Lender		06/30/2014	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Crunch IP Holdings LLC
Street Address:	22 West 19th Street
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4368390	CRUNCH
Registration Number:	4159816	BOING
Registration Number:	3900577	TREAD N' SHED
Registration Number:	3900576	BUFF YOGA
Registration Number:	3900575	STRIP BAR
Registration Number:	3900572	BODYWEB
Registration Number:	3393050	STILETTO STRENGTH
Registration Number:	4020116	CRUNCH WEIGH
Registration Number:	4161592	KID'S CRUNCH
Registration Number:	3707735	GUNNING
Registration Number:	3642308	NO JUDGMENTS
Registration Number:	3551120	CAMP CRUNCH
Registration Number:	3146012	CRUNCH
Registration Number:	1968967	CRUNCH
Registration Number:	1942852	CRUNCH
Registration Number:	1942705	CRUNCH
Registration Number:	1949705	CRUNCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1809668	CRUNCH
Registration Number:	1815978	CRUNCH GEAR
Registration Number:	1856269	CRUNCH GEAR
Serial Number:	85791661	CRUNCH
Serial Number:	85785312	CRUNCH E

CORRESPONDENCE DATA

Fax Number: 9192868199

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.

Phone: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000-11908
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	07/02/2014

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2014 ("Release"), is made by Bank of America, N.A., as Lender ("Lender") in favor of Crunch IP Holdings LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of July 1, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Lender, each Obligor granted to the Lender, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Lender, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of July 1, 2013 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on July 8, 2013 at Reel 5065 Frame 0099.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Lender, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

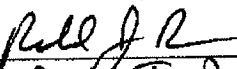
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Obligors party thereto (as defined therein) and Bank of America, N.A., in its capacity as administrative agent thereto.

IN WITNESS WHEREOF, the Lender, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

Bank of America, N.A., as Lender

By: 
Name: Randall J. Drubay
Title: Senior Vice President

Schedule A

Crunch IP Holdings LLC
(Delaware Limited Liability Company)

U.S. Trademark Subject to Security Interest
Granted by Crunch IP Holdings LLC
In Favor of Bank of America, N.A.
Recorded July 8, 2013 at Reel 5065 Frame 0099

Registered Marks

Mark	Reg. No.	Reg. Date
CRUNCH and Design	4368390	07/16/13
BOING	4159816	06/19/12
TREAD N' SHED	3900577	01/04/11
BUFF YOGA	3900576	01/04/11
STRIP BAR	3900575	01/04/11
BODYWEB	3900572	01/04/11
STILETTO STRENGTH	3393050	03/04/08
CRUNCH WEIGH	4020116	08/30/11
KID'S CRUNCH	4161592	06/19/12
GUNNING	3707735	11/10/09
NO JUDGMENTS	3642308	06/23/09
CAMP CRUNCH	3551120	12/23/08
CRUNCH and Design	3146012	09/19/06
CRUNCH and Design	1968967	04/16/96
CRUNCH	1942852	12/19/95
CRUNCH and Design	1942705	12/19/95
CRUNCH	1949705	01/16/96
CRUNCH and Design	1809668	12/07/93
CRUNCH GEAR	1815978	01/11/94
CRUNCH GEAR	1856269	09/27/94

Pending Applications

Mark	Appl. No.	Filing Date
CRUNCH and Design	85791661	11/30/12
CRUNCH E and Design	85785312	11/21/12