

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315160

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
You Fit, LLC		08/25/2014	LIMITED LIABILITY COMPANY: FLORIDA
Lime Time, LLC		08/25/2014	LIMITED LIABILITY COMPANY: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	401 Merritt Seven
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4491098	THAT'S MY FIT
Registration Number:	3683711	YF YOUFIT HEALTH CLUBS
Registration Number:	3754692	FIT BEGINS WITH YOU.
Registration Number:	3844778	GREEN IS OUR COLOR
Registration Number:	3951566	IT'S WHERE YOU FIT IN
Registration Number:	4012126	LIME CARD
Registration Number:	4099937	NO PRESSURE, NO OBLIGATION
Registration Number:	4116876	YOUFIT
Registration Number:	4135325	YOUFIT HEALTH CLUBS
Registration Number:	4177812	GET FITNESS
Registration Number:	4197751	YOUCOACH
Registration Number:	4198459	YF YOUCOACH
Registration Number:	4199161	IT'S COOL TO BE GREEN
Registration Number:	4212355	YOUFIT, THE RIGHT FIT!
Registration Number:	4215671	I'M HERE FOR YOU
Registration Number:	4217366	YOUFUEL
Registration Number:	4220188	GET FIT
Registration Number:	4250387	GET FIT HEALTH CLUBS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4284877	YF YOUFIT HEALTH CLUBS
Registration Number:	4284879	YF YOUFIT HEALTH CLUBS LIME CARD
Registration Number:	4335255	THE GREENER THE COOLER
Registration Number:	4380809	YOUCOACH
Registration Number:	4394958	I'M HERE FOR YOU
Registration Number:	4410003	
Registration Number:	4422634	YOU POWERED
Registration Number:	4436345	YOUTIME
Registration Number:	4438717	
Registration Number:	4440381	WORK OUT WHERE YOU FIT AT YOUFIT
Registration Number:	4317261	LIME TIME
Registration Number:	4436576	LIMETIME
Serial Number:	85165749	GREEN IS COOL
Serial Number:	86142994	MAKING EVERY SECOND COUNT
Serial Number:	85982017	GREEN IS COOL
Serial Number:	86153080	FLEXIE

**CORRESPONDENCE DATA**

Fax Number: 4044435697

*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: 404-443-5735

Email: lallen@mcguirewoods.com

Correspondent Name: Adam Monich, Esq.

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, Ste. 2100

Address Line 4: Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	2060238-0102 YOU FIT
<b>NAME OF SUBMITTER:</b>	Latosha E. Allen
<b>SIGNATURE:</b>	/Latosha E. Allen/
<b>DATE SIGNED:</b>	08/26/2014

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 25, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 25, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among YOU FIT, LLC, as the Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"), in each case, other than Excluded Property:

(a) all of its Trademarks except any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

YOU FIT, LLC,  
LIME TIME, LLC,

as Grantors

By: James F. Anderson

Name: James Anderson

Title: Chief Financial Officer

~~ACCEPTED AND AGREED  
as of the date first above written:~~

~~GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent~~

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

~~Name: Janani Sharma~~

~~Title: Its Duly Authorized Signatory~~

**ACCEPTED AND AGREED**  
**as of the date first above written:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: Janani Sharma  
Name: Janani Sharma  
Title: Its Duly Authorized Signatory

YOUFIT HEALTH CLUBS, LLC  
SECURITY AGREEMENT  
SIGNATURE PAGE


**TRADEMARK**  
**REEL: 005351 FRAME: 0462**





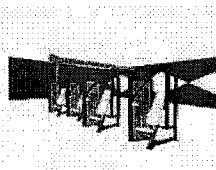
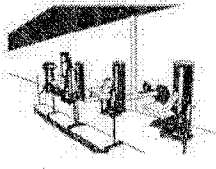
SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
THAT'S MY FIT	YOU FIT, LLC	US	86/020979 26-JUL-2013	4491098 03-MAR-2014	
	YOU FIT, LLC	US	77/309283 20-OCT-2007	3683711 15-SEP-2009	
Fit begins with You.	YOU FIT, LLC.	US	77/793216 30-JUL-2009	3754692 02-MAR-2010	
GREEN IS OUR COLOR	YOU FIT, INC.	US	77/927171 03-FEB-2010	3844778 07-SEP-2010	Assigned from YF Holdings, LLC
IT'S WHERE YOU FIT IN	YOU FIT, LLC	US	77/793086 30-JUL-2009	3951566 26-APR-2011	
LIME CARD	YOU FIT, LLC	US	85/221974 20-JAN-2011	4012126 16-AUG-2011	Assigned from YF Holdings, LLC
NO PRESSURE, NO OBLIGATION	YOU FIT, LLC	US	85/157611 20-OCT-2010	4099937 14-FEB-2012	
YOUFIT	YOU FIT, LLC	US	85/005249 02-APR-2010	4116876 27-MAR-2012	Assigned from YF Holdings, LLC
YOUFIT HEALTH CLUBS	YOU FIT, LLC	US	85/413462 01-SEP-2011	4135325 01-MAY-2012	
GET FITNESS	YOU FIT, LLC	US	85/232684 02-FEB-2011	4177812 24-JUL-2012	
YOUCOACH	YOU FIT, LLC	US	85/510700 06-JAN-2012	4197751 28-AUG-2012	
	YOU FIT, LLC	US	85/524876 25-JAN-2012	4198459 28-AUG-2012	
IT'S COOL TO BE GREEN	YOU FIT, LLC	US	85/167762 03-NOV-2010	4199161 28-AUG-2012	
YOUFIT, THE RIGHT FIT!	YOU FIT, LLC	US	85/275815 24-MAR-2011	4212355 25-SEP-2012	
I'M HERE FOR YOU	YOU FIT, LLC	US	85/535290 06-FEB-2012	4215671 25-SEP-2012	



Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
YOUFUEL	YOU FIT, LLC	US	85/545538 17-FEB-2012	4217366 02-OCT-2012	
GET FIT	YOU FIT, LLC	US	85/232830 02-FEB-2011	4220188 09-OCT-2012	
GET FIT HEALTH CLUBS	YOU FIT, LLC	US	77/787860 23-JUL-2009	4250387 27-NOV-2012	
	YOU FIT, LLC	US	85/485237 01-DEC-2011	4284877 05-FEB-2013	
	YOU FIT, LLC	US	85/485957 02-DEC-2011	4284879 05-FEB-2013	
THE GREENER THE COOLER	YOU FIT, LLC	US	85/157622 21-OCT-2010	4335255 14-MAY-2013	
YOUCOACH	YOU FIT, LLC	US	85/510765 06-JAN-2012	4380809 06-AUG-2013	
I'M HERE FOR YOU	YOU FIT, LLC	US	85/700843 10-AUG-2012	4394958 03-SEP-2013	
	YOU FIT, LLC	US	85/763116 25-OCT-2012	4410003 01-OCT-2013	
YOU POWERED	YOU FIT, LLC	US	85/590912 06-APR-2012	4422634 22-OCT-2013	
YOUTIME	YOU FIT, LLC	US	85/900033 10-APR-2013	4436345 19-NOV-2013	
	YOU FIT, LLC	US	85/763194 25-OCT-2012	4438717 26-NOV-2013	
WORK OUT WHERE YOU FIT AT YOUFIT	YOU FIT, LLC	US	86/006459 10-JUL-2013	4440381 26-NOV-2013	
<b>LimeTime</b>	LIME TIME, LLC	US	85/764850 26-OCT-2012	4317261 09-APR-2013	Assigned from You Fit, LLC

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
LIMETIME	LIME TIME, LLC	US	85/923490 04-MAY-2013	4436576 19-NOV-2013	Assigned from You Fit, LLC

## 2. TRADEMARK APPLICATIONS

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue	Comments
GREEN IS COOL	YOU FIT, LLC	US	85/165749 31-OCT-2010		Intent to Use
MAKING EVERY SECOND COUNT	LIME TIME, LLC	US	86/142994 13-DEC-2013		
GREEN IS COOL	YOU FIT, LLC	US	85/982017 10/31/2010		
FLEXIE	YOU FIT, LLC	US	86/153080 12/27/2013		