

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OneLife Fitness, LLC		08/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
US Fitness Holdings, LLC		08/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC		
Street Address:	9 West 57th Street		
Internal Address:	Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3920734	ONELIFE FITNESS	
Registration Number:	1603238	SPORT & HEALTH CLUBS	
Registration Number:	3041691	EXPLOSIVE PERFORMANCE	
Registration Number:	3062964	EXPLOSIVE PERFORMANCE	
Registration Number:	3984028	SPORT&HEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	trademarks@dechert.com, erin.reimer@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	115697		
NAME OF SUBMITTER:	Erin Reimer		
SIGNATURE:	/Erin Reimer/		

CH \$140.00 3920734

DATE SIGNED:	08/26/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of August 19, 2014 (this "**Agreement**"), among OneLife Fitness, LLC, US Fitness Holdings, LLC (together with OneLife Fitness, LLC "**Grantors**" and each individually a "**Grantor**"), and BSP Agency, LLC, as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 19, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among USF S&H Topco, LLC ("**Holdings**"), USF S&H Holdco, LLC (the "**Borrower**"), the Lenders party thereto and the Collateral Agent and (b) the Term Loan Agreement dated as of August 19, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Holdings, the Borrower, the Lenders party thereto and BSP Agency, LLC, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor (collectively, the "**Trademark Collateral**");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications (but excluding any intent to use application) in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

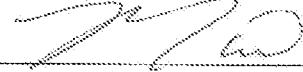
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests

granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

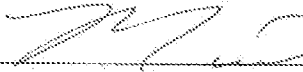
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

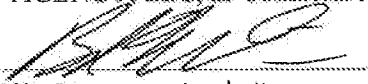
ONELIFE FITNESS, LLC

By 
Name: Benjamin Landis
Title: Senior Vice President and Secretary

US FITNESS HOLDINGS, LLC

By 
Name: Benjamin Landis
Title: Senior Vice President and Secretary

BSP AGENCY, LLC, as Collateral Agent

By: 

Name: Bryan Martoken

Title: CFO

Schedule I

I. U.S. Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Onelife Fitness, LLC	OneLife Fitness	3,920,734	2/15/2011
US Fitness Holdings, LLC	Sport & Health Clubs	1,603,238	6/19/1990
US Fitness Holdings, LLC	Explosive Performance (word-only mark)	3,041,691	1/10/2006
US Fitness Holdings, LLC	Explosive Performance (design mark)	3,062,964	2/28/2006
US Fitness Holdings, LLC	sport&health	3,984,028	6/28/2011

II. State Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>State</u>	<u>Registration Number</u>	<u>Registration Date</u>
US Fitness Holdings, LLC	“Serenity”(trade name)	DC	File No. 922514	11/19/2012
US Fitness Holdings, LLC	“Serenity”	VA	File No. 1375	2/3/1998

III. Trade Names

<u>Registered in DC:</u>	Northwest Sport&Health Tenley Sport&Health
<u>Registered in Maryland:</u>	North Frederick Sport&Health Waldorf Sport&Health South Frederick Sport&Health Bethesda Sport&Health Rio Sport&Health Lakeforest Sport&Health
<u>Registered in Virginia:</u>	Ballston Sport&Health Crystal Gateway Sport&Health Crystal Park Sport&Health Old Town Sport&Health Fredericksburg Sport&Health Reston Sport&Health Skyline Sport&Health Tysons Sport&Health Worldgate Sport&Health Worldgate Sport and Health Sport&Health at Brambleton Gainesville Sport&Health Woodbridge Sport&Health Stafford Sport&Health Regency Sport&Health Annandale Sport&Health