

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USF S&H Topco, LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	USF S&H Holdco, LLC		
Street Address:	6726 Curran Street		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3759951	ATLANTA AF FITNESS	
Registration Number:	3654581	YOUR HEALTH IS WHAT WE LIVE FOR	
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:	137016		
NAME OF SUBMITTER:	Erin Reimer		
SIGNATURE:	/Erin Reimer/		
DATE SIGNED:	12/17/2014		
Total Attachments: 5			
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RECORDABLE CONFIRMATION OF INTELLECTUAL PROPERTY ASSIGNMENT

THIS RECORDABLE CONFIRMATION OF INTELLECTUAL PROPERTY ASSIGNMENT (this "Confirmation") is entered into effective as of December 1st, 2014 by 314 FITNESS, INC., a Georgia corporation (the "First Assignor"), AF INVESTMENT GROUP, LLC, a Georgia limited liability company (the "Transferor"), USF S&H TOPCO, LLC, a Delaware limited liability company (the "Acquirer"), USF S&H HOLDCO, LLC, a Delaware limited liability company (the "Holdco"), and US FITNESS HOLDINGS, LLC, a Delaware limited liability company (the "USF Assignee"). First Assignor, Transferor, Acquirer, Holdco and USF Assignee are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, pursuant to the terms of certain instruments of assignment entered by and between First Assignor and Transferor, the First Assignor has assigned, and the Transferor has acquired and assumed from the First Assignor, substantially all of its assets, including the AF Intellectual Property Rights (as defined in the Acquisition Agreement, including, without limitation, the trademarks set forth on Exhibit A);

WHEREAS, Acquirer and Transferor are parties to that certain Acquisition Agreement, dated as of December 1st, 2014 (the "Acquisition Agreement"), pursuant to which Transferor has agreed to transfer to Acquirer, and Acquirer has agreed to assume from the Transferor, all of its right, title and interest in and to such AF Intellectual Property Rights;

WHEREAS, immediately following the acquisition mentioned in the preceding paragraph and pursuant to the terms of a certain Omnibus Distribution Agreement dated as of December 1st, 2014, (i) the Acquirer has agreed to assign to Holdco, and Holdco has agreed to assume from the Acquirer, all of its right, title and interest in and to such AF Intellectual Property Rights, and (ii) Holdco has agreed to assign to USF Assignee, and USF Assignee has agreed to assume from the Holdco, all of its right, title and interest in and to such AF Intellectual Property Rights; and

WHEREAS, the Parties wish to confirm, memorialize and record the aforementioned assignments.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the aforementioned agreements, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confirmation of Assignment.

(a) The First Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered to Transferor, and Transferor hereby confirms it has assumed and accepted, all rights, titles and interests of First Assignor in, to and under the AF Intellectual Property Rights, together with any rights owned by First Assignor relating thereto, free and clear of any Liens (except for Permitted Liens).

(b) The Transferor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered to Acquirer, and Acquirer hereby confirms it has assumed and accepted, all rights, titles and interests of the Transferor in, to and under the AF Intellectual Property Rights, together with any rights owned by Transferor relating thereto, free and clear of any Liens (except for Permitted Liens).

(c) The Acquirer does hereby confirm that it has irrevocably sold, transferred, assigned and delivered to Holdco, and Holdco hereby confirms it has assumed and accepted, all rights, titles and interests of the Acquirer in, to and under the AF Intellectual Property Rights, together with any rights owned by Acquirer relating thereto, free and clear of any Liens (except for Permitted Liens).

(d) Holdco does hereby confirm that it has irrevocably sold, transferred, assigned and delivered to USF Assignee, and USF Assignee hereby confirms it has assumed and accepted, all rights, titles and interests of Holdco in, to and under the AF Intellectual Property Rights, together with any rights owned by Holdco relating thereto, free and clear of any Liens (except for Permitted Liens).

2. Registration. The Parties hereby authorize and request an official of the United States Patent and Trademark Office whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to accept this Confirmation as confirmation of the aforementioned assignments.

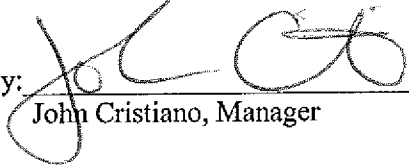
3. Miscellaneous. Capitalized terms used herein, but not otherwise defined, shall have the meanings specified in the Acquisition Agreement. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Confirmation. This Confirmation is binding upon and shall inure to the benefit of the heirs, successors and assigns of the Parties. This Confirmation and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Confirmation shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Confirmation may be executed in the original or by facsimile or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery"), in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Recordable Confirmation of Intellectual Property Assignment as of the date first set forth above.


FIRST ASSIGNOR:

314 FITNESS, INC.

By:  (SEAL)
John Cristiano, Manager

TRANSFEROR:

AF INVESTMENT GROUP, LLC

By:  (SEAL)
John Cristiano, Manager

ACQUIRER:

USF S&H TOPCO, LLC

By: _____
Name: Scott Thomas
Title: Chief Financial Officer

HOLDCO:

USF S&H HOLDCO, LLC

By: _____
Name: Scott Thomas
Title: Chief Financial Officer

USF ASSIGNEE:

US FITNESS HOLDINGS, LLC

By: _____
Name: Scott Thomas
Title: SVP and Chief Financial Officer

IN WITNESS WHEREOF, the Parties have executed this Recordable Confirmation of Intellectual Property Assignment as of the date first set forth above.

FIRST ASSIGNOR:

314 FITNESS, INC.

By: _____ (SEAL)
John Cristiano, Manager

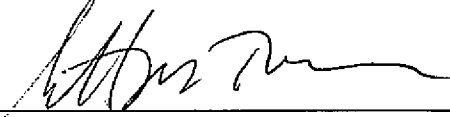
TRANSFEROR:

AF INVESTMENT GROUP, LLC

By: _____ (SEAL)
John Cristiano, Manager

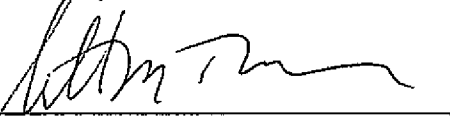
ACQUIRER:

USF S&H TOPCO, LLC

By: 
Name: Scott Thomas
Title: Chief Financial Officer

HOLDCO:

USF S&H HOLDCO, LLC

By: 
Name: Scott Thomas
Title: Chief Financial Officer

USF ASSIGNEE:

US FITNESS HOLDINGS, LLC

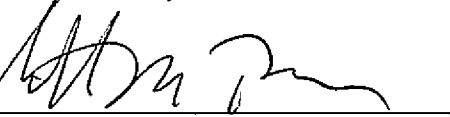
By: 
Name: Scott Thomas
Title: SVP and Chief Financial Officer

EXHIBIT A

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
"ATLANTA AF FITNESS"	3/16/2010	3,759,951
"YOUR HEALTH IS WHAT WE LIVE FOR"	7/14/2009	3,654,581