

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Fitness Holdings, LLC		12/01/2014	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: 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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TRADEMARK SECURITY AGREEMENT dated as of December 1, 2014 (this “*Agreement*”), among US Fitness Holdings, LLC (“*Grantor*”), and BSP Agency, LLC, as Collateral Agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of December 1, 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 Amended and Restated Term Loan Agreement dated as of December 1, 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. The Grantor is an affiliate 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, the 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 the 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.

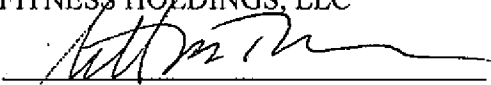
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests

granted to the Collateral Agent pursuant to the Security Agreement. The 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.

[Remainder of this page intentionally left blank]

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

US FITNESS HOLDINGS, LLC

By: 

Name: Scott Thomas

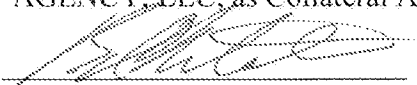
Title: Senior Vice President and Chief
Financial Officer

Trademark Security Agreement

#4833-3977-5264

TRADEMARK
REEL: 005420 FRAME: 0965

BSP AGENCY, LLC, as Collateral Agent

By: 

Name: Bryan Martoken

Title: CFO

Trademark Security Agreement

#4833-3977-5264

TRADEMARK
REEL: 005420 FRAME: 0966

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
US Fitness Holdings, LLC	"ATLANTA AF FITNESS"	3,759,951	3/16/2010
US Fitness Holdings, LLC	"YOUR HEALTH IS WHAT WE LIVE FOR"	3,654,581	7/14/2009