

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShapeUp, Inc.		03/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc.		
Street Address:	2951 28th Street		
Internal Address:	Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3796222	SHAPE UP THE NATION	
Registration Number:	4222693	SHAPEUP	
Registration Number:	4222653	SHAPEUP	
Registration Number:	4791129	SOCIAL WELLNESS	
Serial Number:	85819332	SOCIAL WELLNESS	
Serial Number:	86424609	EMPOWER	
Serial Number:	86814840	SHAPEUP	
Serial Number:	86814823	SHAPEUP	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			
Phone:	2028357500		
Email:	mknabel@milbank.com		
Correspondent Name:	Matthew Knabel		
Address Line 1:	1850 K Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	37773.10600		

CH \$215.00 3796222

NAME OF SUBMITTER:	Matthew K. Knabel
SIGNATURE:	/Matthew K. Knabel/
DATE SIGNED:	03/24/2016
Total Attachments: 5 source=ShapeUp - Trademark Security Agreement [Executed](1)#page1.tif source=ShapeUp - Trademark Security Agreement [Executed](1)#page2.tif source=ShapeUp - Trademark Security Agreement [Executed](1)#page3.tif source=ShapeUp - Trademark Security Agreement [Executed](1)#page4.tif source=ShapeUp - Trademark Security Agreement [Executed](1)#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of March 23, 2016 (this "**Agreement**"), among ShapeUp, Inc., a Delaware corporation (the "**ShapeUp**"), each other entity from time to time party hereto (together with ShapeUp, each a "**Grantor**", and collectively, the "**Grantors**"), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of May 21, 2015 (as supplemented by Supplement No. 1 dated as of March 23, 2016 executed by ShapeUp and as further amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Virgin Pulse, Inc., a Delaware corporation (the "**Borrower**"), VP Parent Holdings, Inc., a Delaware corporation ("**Holdings**") and the other Subsidiaries of Holdings and each other entity from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of May 21, 2015 (as amended by that certain Amendment Number One to Credit Agreement, dated as of February 22, 2016, and as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and collateral agent.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit were conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in accordance with the requirements of the Credit Agreement.

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 1.01(b) of the Security 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 of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, including registrations and registration applications 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 listed on Schedule I (the "**Trademarks**"); and

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

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

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.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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.

Grantor:

SHAPEUP, INC.

By: 

Name: Christopher Boyce

Title: Chief Executive Officer and President

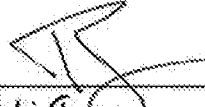
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005757 FRAME: 0273

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By:



Name: Philip Tesdag


Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005757 FRAME: 0274

Schedule I

I. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ShapeUp, Inc.	SHAPE UP THE NATION	6/1/2010	3,796,222
ShapeUp, Inc.		10/9/2012	4,222,693
ShapeUp, Inc.	SHAPEUP	10/9/2012	4,222,653
ShapeUp, Inc.	SOCIAL WELLNESS	8/11/2015	4,791,129

II. Trademark Applications

<u>Record Owner</u>	<u>Mark</u>	<u>App. Date</u>	<u>App. No.</u>
ShapeUp, Inc.	SOCIAL WELLNESS	1/9/2013	85/819332
ShapeUp, Inc.	EMPOWER	10/15/2014	86/424609
ShapeUp, Inc.	SHAPEUP (STYLIZED)	11/10/2015	86/814840
ShapeUp, Inc.	SHAPEUP	11/10/2015	86/814823

U.S. Application Serial No. 86/424,609 for the mark EMPOWER is the subject of a refusal and suspension by the U.S. Patent & Trademark Office.