

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay Club Los Angeles Holdings, Inc.		08/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4486547	ULTIMATE CROSS TRAINING	
Registration Number:	4527918	ULTIMATE CROSS TRAINING S	
Registration Number:	4032835	WE TAKE YOUR FITNESS PERSONALLY.	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038507-0543		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	10/19/2016		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 31, 2016 (this "Trademark Security Agreement"), by and among Bay Club Holdings III, LLC and Bay Club Los Angeles Holdings, Inc., and each guarantor listed on Schedule 1 hereto (the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of August 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BC Equity Ventures LLC, a Delaware limited liability company (the "Borrower"), BC Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), the Pledgors and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the Collateral Agent, Jefferies Finance LLC, as Administrative Agent, swingline lender and issuing bank; with Jefferies Finance LLC as sole lead arranger (in such capacity, the "Arrangers") and sole bookrunner (in such capacity, the "Bookrunners").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Security Agreement dated as of August 31, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark registrations and applications for registration listed on Schedule 2 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use"

with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document, any Specified Hedging Agreement and any Bank Product Agreement have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement, the other Loan Documents, any Specified Hedging Agreement and any Bank Product Agreement, survive the termination thereof) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full or Cash Collateralized, the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

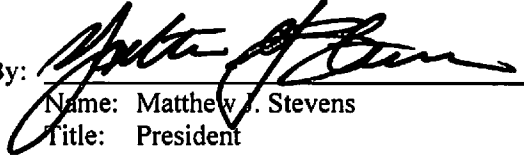
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

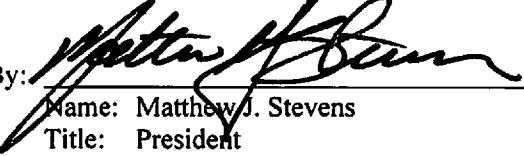
[Signature Page Follows]

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

BAY CLUB HOLDINGS III, LLC

By: 
Name: Matthew J. Stevens
Title: President

BAY CLUB LOS ANGELES HOLDINGS, INC.

By: 
Name: Matthew J. Stevens
Title: President

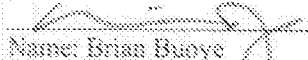
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005903 FRAME: 0717

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: Brian Buoye
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
PLEDGORS

NAME	ADDRESS
Bay Club Holdings III, LLC	One Lombard Street San Francisco, CA 94111
Bay Club Los Angeles Holdings, Inc.	One Lombard Street San Francisco, CA 94111

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Date/ Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Bay Club Holdings III, LLC	77 SEVENTY SEVEN (& Design)	2/6/2014 7/22/2014	Registered	86/185,980 4572510
Bay Club Holdings III, LLC	BAY CLUB	10/15/2012 12/3/2013	Registered	85/754,548 4442475
Bay Club Holdings III, LLC	BAY CLUB (& Design)	12/20/2013 2/17/2015	Registered	86/149,575 4686964
Bay Club Holdings III, LLC	BREAKAWAY PERFORMANCE	12/21/2013 4/5/2016	Registered	86/150,367 4930012
Bay Club Holdings III, LLC	CONNECT	1/27/2014 2/24/2015	Registered	86/176,544 4690936
Bay Club Holdings III, LLC	CONNECT BUSINESS + LEARNING + LIFESTYLE (& Design)	1/31/2014 2/24/2015	Registered	86/181,559 4690950
Bay Club Holdings III, LLC	DECATHLON CLUB	6/21/2011 9/4/2012	Registered	85/351,725 4200864
Bay Club Holdings III, LLC	MISC. DESIGN (Circle Wave Logo)	2/1/2010 1/4/2011	Registered	77/925,143 3,899,033
Bay Club Holdings III, LLC	MISC. DESIGN (Tree Logo)	10/24/2012 11/26/2013	Registered	85/762,753 4438715
Bay Club Holdings III, LLC	PACIFIC ATHLETIC	7/11/2011	Registered	85/368,275

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Date/ Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
	CLUB	9/4/2012		4200980
Bay Club Holdings III, LLC	PACIFIC ATHLETIC CLUB	1/22/1998 8/7/2001	Registered	75/425,069 2474732
Bay Club Holdings III, LLC	PACIFIC SPORTS RESORT	10/24/2012 8/26/2014	Registered	85/762,822 4591027
Bay Club Holdings III, LLC	WESTERN ATHLETIC CLUBS	10/24/2012 11/26/2013	Registered	85/762,701 4438714
Bay Club Los Angeles Holdings, Inc.	ULTIMATE CROSS TRAINING	2/21/2013 2/18/2014	Registered	85/856,126 4486547
Bay Club Los Angeles Holdings, Inc.	ULTIMATE CROSS TRAINING S (& Design)	2/21/2013 5/13/2014	Registered	85/856,451 4527918
Bay Club Los Angeles Holdings, Inc.	WE TAKE YOUR FITNESS PERSONALLY	12/18/2010 9/27/2011	Registered	85975433 4032835