

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHAPEUP, INC.		11/29/2016	Corporation: DELAWARE
VIRGIN PULSE, INC.		11/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3796222	SHAPE UP THE NATION	
Registration Number:	4222653	SHAPEUP	
Registration Number:	4222693	SHAPEUP	
Registration Number:	4791129	SOCIAL WELLNESS	
Registration Number:	3461818	GOZONE	
Registration Number:	4725122	ENERGY, FOCUS, DRIVE	
Registration Number:	4725121	ENERGY, FOCUS, DRIVE	
Registration Number:	4725120	ENERGY, FOCUS, DRIVE	
Registration Number:	3566616	HEALTHMILES	
Registration Number:	3566617	HEALTHZONE	
Registration Number:	3566614	GET ACTIVE. GET REWARDS.	
Registration Number:	3566615	LIVE LIFE LIVELY	
Registration Number:	3962308	PAY-FOR-PREVENTION	
Registration Number:	3285805	TAKE CHARGE TRACK RESULTS EARN REWARDS	
Registration Number:	3279568	HEALTHMILES	
CORRESPONDENCE DATA			

OP \$390.00 3796222

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: PECSENYE@BLANKROME.COM

Correspondent Name: TIMOTHY D. PECSENYE

Address Line 1: ONE LOGAN SQUARE

Address Line 2: 8TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-16095
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	12/03/2016
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Total Attachments: 7

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SECURITY AGREEMENT

(TRADEMARKS)

November 29, 2016

SECURITY AGREEMENT dated November 29, 2016 (this "Agreement") made by each of the undersigned grantors (each a "Grantor" and collectively, the "Grantor"), in favor of PNC, National Association, in its capacity as agent for the below-defined Lenders (in such capacity, the "Grantee").

WHEREAS, the Grantor has adopted, used and is using the trademarks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor is obligated to Grantee, and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Credit Agreement"), by and among VP PARENT HOLDINGS, INC., a Delaware corporation, Grantors, the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender"), and Grantee for the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Grantee a security interest in all right, title and interest of each Grantor in and to the Trademarks set forth on Schedule 1 hereto (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. For the avoidance of doubt, in no event shall Collateral include any Excluded Property.

Grantee's address is PNC Bank, National Association, 301 Fayetteville Street, Suite 2100, Raleigh, NC 27601, Attention: Marcus Davidsson.

In the event of any conflict between the terms of the Credit Agreement and the terms of this Agreement, the terms of the Credit Agreement shall govern.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL

OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND
CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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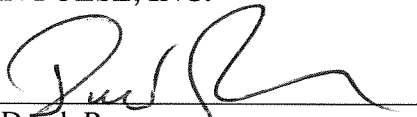
Security Agreement (Trademarks)

TRADEMARK
REEL: 005935 FRAME: 0849


IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTORS:

VIRGIN PULSE, INC.

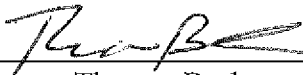
By: 
Name: Derek Ransom
Title: Chief Financial Officer, Secretary and
Treasurer

SHAPEUP, INC.

By: 
Name: Derek Ransom
Title: Chief Financial Officer, Secretary and
Treasurer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Thomas Burkes
Title: Director

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Trademark Name	Grantor	Registration Date (Application date)	Registration No. (Application No.)
SHAPE UP THE NATION	SHAPEUP, INC.	7/1/2010	3796222
SHAPEUP	SHAPEUP, INC.	10/9/2012	4222653
	SHAPEUP, INC.	10/9/2012	4222693
SOCIAL WELLNESS	SHAPEUP, INC.	8/11/2015	4791129
SHAPEUP ^	SHAPEUP, INC.	(10/10/2015)	(86814840)
SHAPEUP	SHAPEUP, INC.	(11/10/2015)	(86814823)
GOZONE	VIRGIN PULSE, INC.	7/8/2008	3461818
ENERGY, FOCUS, DRIVE	VIRGIN PULSE, INC.	4/21/2015	4725122
ENERGY, FOCUS, DRIVE	VIRGIN PULSE, INC.	4/21/2015	4725121
ENERGY, FOCUS, DRIVE	VIRGIN PULSE, INC.	4/21/2015	4725120
HEALTHMILES	VIRGIN PULSE, INC.	1/27/2009	3566616
HEALTHZONE	VIRGIN PULSE, INC.	1/27/2009	3566617
GET ACTIVE. GET REWARDS.	VIRGIN PULSE, INC. (fka VIRGIN HEALTHMILES, INC.)	1/27/2009	3566614
LIVE LIFE LIVELY	VIRGIN PULSE, INC. (fka VIRGIN HEALTHMILES, INC.)	1/27/2009	3566615
PAY-FOR-PREVENTION	VIRGIN PULSE, INC. (fka VIRGIN	5/17/2011	3962308

Security Agreement (Trademarks)

	HEALTHMILES, INC.)		
TAKE CHARGE TRACK RESULTS EARN REWARDS	VIRGIN PULSE, INC. (fka VIRGIN HEALTHMILES, INC.)	8/28/2007	3285805
HEALTHMILES	VIRGIN PULSE, INC. (fka VIRGIN HEALTHMILES, INC.)	8/14/2007	3279568

Security Agreement (Trademarks)

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TRADEMARK
REEL: 005935 FRAME: 0853

TRADEMARKS APPLICATIONS
INTENT TO USE

Trademark Name	Grantor	Registration Date (Application date)	Registration No. (Application No.)
EMPOWER	SHAPEUP, INC.	(10/15/2014)	(86424609)
CHANGING LIVES FOR GOOD	VIRGIN PULSE, INC.	(9/6/2013)	(86057676)
CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER.	VIRGIN PULSE, INC.	(9/6/2013)	(86057694)
CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER.	VIRGIN PULSE, INC.	(9/6/2013)	(86057692)
CHANGING LIVES FOR GOOD	VIRGIN PULSE, INC.	(9/6/2013)	(86057682)
CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER.	VIRGIN PULSE, INC.	(9/6/2013)	(86057697)
CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER.	VIRGIN PULSE, INC.	(9/6/2013)	(86057686)
CHANGING LIVES FOR GOOD	VIRGIN PULSE, INC.	(9/6/2013)	(86057685)
CHANGING LIVES FOR GOOD	VIRGIN PULSE, INC.	(9/6/2013)	(86057542)
SOCIAL WELLNESS	SHAPEUP, INC.	1/9/2013	(85819332)

Security Agreement (Trademarks)

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