

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
You Fit, LLC		01/04/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Private Middle Market Credit LLC, as Administrative Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	5090430	YOUFIT THE BEST GYM ON THE PLANET.	
Registration Number:	4945131	DON'T WORRY. GYM HAPPY	
Registration Number:	4840677	DON'T WORRY. GYM HAPPY.	
Registration Number:	4491098	THAT'S MY FIT	
Registration Number:	4667815	GREEN IS COOL	
Registration Number:	4676103	GREEN IS COOL	
Registration Number:	3683711	YF YOUFIT HEALTH CLUBS	
Registration Number:	3754692	FIT BEGINS WITH YOU.	
Registration Number:	3844778	GREEN IS OUR COLOR	
Registration Number:	3951566	IT'S WHERE YOU FIT IN	
Registration Number:	4012126	LIME CARD	
Registration Number:	4099937	NO PRESSURE, NO OBLIGATION	
Registration Number:	4116876	YOUFIT	
Registration Number:	4135325	YOUFIT HEALTH CLUBS	
Registration Number:	4177812	GET FITNESS	
Registration Number:	4197751	YOUCOACH	
Registration Number:	4198459	YF YOUCOACH	
Registration Number:	4199161	IT'S COOL TO BE GREEN	
Registration Number:	4212355	YOUFIT, THE RIGHT FIT!	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4215671	I'M HERE FOR YOU
Registration Number:	4217366	YOUFUEL
Registration Number:	4220188	GET FIT
Registration Number:	4250387	GET FIT HEALTH CLUBS
Registration Number:	4284877	YF YOUFIT HEALTH CLUBS
Registration Number:	4284879	YF YOUFIT HEALTH CLUBS LIME CARD
Registration Number:	4335255	THE GREENER THE COOLER
Registration Number:	4380809	YOUCOACH
Registration Number:	4394958	I'M HERE FOR YOU
Registration Number:	4410003	
Registration Number:	4422634	YOU POWERED
Registration Number:	4436345	YOUTIME
Registration Number:	4438717	
Registration Number:	4440381	WORK OUT WHERE YOU FIT AT YOUFIT
Registration Number:	4639829	MAKING EVERY SECOND COUNT
Registration Number:	4317261	LIME TIME
Registration Number:	4436576	LIMETIME

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 32868 / 043

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 01/09/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 4, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC** (“GS”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 4, 2017 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among YOU FIT, LLC, as Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, AMALGAMATED BANK, as Revolver Agent, and a Lender, Swingline Lender and L/C Issuer, the Lenders from time to time party thereto and GS, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”), in each case, other than Excluded Property:

(a) all of its Trademarks except any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The valid and continuing security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the valid and continuing security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of conflict between the terms of the Guaranty and Security Agreement and the terms hereof, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS THIS TRADEMARK SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

Section 7. Incorporation by Reference. The terms and provisions of Sections 9.4 (*No Waiver; Cumulative Remedies*), 9.5 (*Costs and Expenses*), 9.6 (*Indemnity*), 9.9 (*Assignments and Participations; Binding Effect*), 9.13 (*Severability*), 9.14 (*Captions*), 9.16 (*Interpretation*), 9.18(b)-(d) (*Governing Law and Jurisdiction*), 9.19 (*WAIVER OF JURY TRIAL*), 9.20 (*Entire Agreement; Release; Survival*) and 9.24 (*Creditor-Debtor*

Relationship) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Agreement *mutatis mutandis* as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

YOU FIT, LLC, as a Grantor

By:  

Name: Adam Taplinger

Title: Executive Vice President

LIME TIME, LLC, as a Grantor

By:  

Name: Adam Taplinger

Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC,
as Administrative Agent



By: _____

Name: Brendan McGovern

Title: Authorized Signatory





SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

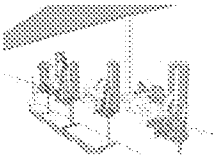
Trademark Registrations

REGISTERED TRADEMARKS

GRANTOR: YOU FIT, LLC, a Florida limited liability company

Mark	Grantor	Appl. No. Filing Date	Reg. No. Issue Date
YOUFIT THE BEST GYM ON THE PLANET.	YOU FIT, LLC	87000693 14-APR-2016	5090430 29-NOV-2016
DON'T WORRY. GYM HAPPY	YOU FIT, LLC	86705441 27-JUL-2015	4945131 26-APR-2016
DON'T WORRY. GYM HAPPY.	YOU FIT, LLC	86560441 11-MAR-2015	4840677 27-OCT-2015
THAT'S MY FIT	YOU FIT, LLC	86/020979 26-JUL-2013	4491098 03-MAR-2014
GREEN IS COOL	YOU FIT, LLC	85/165749 31-OCT-2010	4667815 06-JAN-2015
GREEN IS COOL	YOU FIT, LLC	85/982017 31-OCT-2010	4676103 20-JAN-2015
	YOU FIT, LLC	77/309283 20-OCT-2007	3683711 15-SEP-2009
Fit begins with You. FIT BEGINS WITH YOU	YOU FIT, LLC	77/793216 30-JUL-2009	3754692 02-MAR-2010
GREEN IS OUR COLOR	YOU FIT, LLC	77/927171 03-FEB-2010	3844778 07-SEP-2010
IT'S WHERE YOU FIT IN	YOU FIT, LLC	77/793086 30-JUL-2009	3951566 26-APR-2011
LIME CARD	YOU FIT, LLC	85/221974 20-JAN-2011	4012126 16-AUG-2011

Mark	Grantor	Appl. No. Filing Date	Reg. No. Issue Date
NO PRESSURE, NO OBLIGATION	YOU FIT, LLC	85/157611 20-OCT-2010	4099937 14-FEB-2012
YOUFIT	YOU FIT, LLC	85/005249 02-APR-2010	4116876 27-MAR-2012
YOUFIT HEALTH CLUBS	YOU FIT, LLC	85/413462 01-SEP-2011	4135325 01-MAY-2012
GET FITNESS	YOU FIT, LLC	85/232684 02-FEB-2011	4177812 24-JUL-2012
YOUCOACH	YOU FIT, LLC	85/510700 06-JAN-2012	4197751 28-AUG-2012
 YF YOUCOACH	YOU FIT, LLC	85/524876 25-JAN-2012	4198459 28-AUG-2012
IT'S COOL TO BE GREEN	YOU FIT, LLC	85/167762 03-NOV-2010	4199161 28-AUG-2012
YOUFIT, THE RIGHT FIT!	YOU FIT, LLC	85/275815 24-MAR-2011	4212355 25-SEP-2012
I'M HERE FOR YOU	YOU FIT, LLC	85/535290 06-FEB-2012	4215671 25-SEP-2012
YOUFUEL	YOU FIT, LLC	85/545538 17-FEB-2012	4217366 02-OCT-2012
GET FIT	YOU FIT, LLC	85/232830 02-FEB-2011	4220188 09-OCT-2012
GET FIT HEALTH CLUBS	YOU FIT, LLC	77/787860 23-JUL-2009	4250387 27-NOV-2012
 YF YOUFIT HEALTH	YOU FIT, LLC	85/485237 01-DEC-2011	4284877 05-FEB-2013
 YOUFIT HEALTH CLUBS LIME CARD	YOU FIT, LLC	85/485957 02-DEC-2011	4284879 05-FEB-2013
THE GREENER THE COOLER	YOU FIT, LLC	85/157622 21-OCT-2010	4335255 14-MAY-2013
YOUCOACH	YOU FIT, LLC	85/510765 06-JAN-2012	4380809 06-AUG-2013
I'M HERE FOR YOU	YOU FIT, LLC	85/700843 10-AUG-2012	4394958 03-SEP-2013
	YOU FIT, LLC	85/763116 25-OCT-2012	4410003 01-OCT-2013

Mark	Grantor	Appl. No. Filing Date	Reg. No. Issue Date
YOU POWERED	YOU FIT, LLC	85/590912 06-APR-2012	4422634 22-OCT-2013
YOUTIME	YOU FIT, LLC	85/900033 10-APR-2013	4436345 19-NOV-2013
	YOU FIT, LLC	85/763194 25-OCT-2012	4438717 26-NOV-2013
WORK OUT WHERE YOU FIT AT YOUFIT	YOU FIT, LLC	86/006459 10-JUL-2013	4440381 26-NOV-2013
MAKING EVERY SECOND COUNT	YOU FIT, LLC	86/142994 13-DEC-2013	4639829 18-NOV-2014
LimeTime LIME TIME	YOU FIT, LLC	85/764850 26-OCT-2012	4317261 09-APR-2013
LIMETIME	YOU FIT, LLC	85/923490 04-MAY-2013	4436576 19-NOV-2013