

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411615

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC COMPANY	FORMERLY GENERAL ELECTRIC CAPITAL CORPORATION	01/04/2017	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	You Fit, LLC
<b>Street Address:</b>	1350 E. Newport Center Drive, Suite 110
<b>City:</b>	Deerfield Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33442
<b>Entity Type:</b>	Limited Liability Company: FLORIDA

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3683711	YF YOUFIT HEALTH CLUBS
Registration Number:	4250387	GET FIT HEALTH CLUBS
Registration Number:	3951566	IT'S WHERE YOU FIT IN
Registration Number:	3754692	FIT BEGINS WITH YOU.
Registration Number:	3844778	GREEN IS OUR COLOR
Registration Number:	4116876	YOUFIT
Registration Number:	4099937	NO PRESSURE, NO OBLIGATION
Registration Number:	4335255	THE GREENER THE COOLER
Registration Number:	4667815	GREEN IS COOL
Registration Number:	4199161	IT'S COOL TO BE GREEN
Registration Number:	4012126	LIME CARD
Registration Number:	4177812	GET FITNESS
Registration Number:	4220188	GET FIT
Registration Number:	4212355	YOUFIT, THE RIGHT FIT!
Registration Number:	4284877	YF YOUFIT HEALTH CLUBS
Registration Number:	4284879	YF YOUFIT HEALTH CLUBS LIME CARD
Registration Number:	4197751	YOUCOACH
Registration Number:	4380809	YOUCOACH

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4198459	YF YOUCOACH
Registration Number:	4217366	YOUFUEL
Registration Number:	4422634	YOU POWERED
Registration Number:	4394958	I'M HERE FOR YOU
Registration Number:	4410003	
Registration Number:	4438717	
Registration Number:	4317261	LIME TIME
Registration Number:	4436345	YOUTIME
Registration Number:	4436576	LIMETIME
Registration Number:	4676103	GREEN IS COOL
Registration Number:	4440381	WORK OUT WHERE YOU FIT AT YOUFIT
Registration Number:	4491098	THAT'S MY FIT
Registration Number:	4639829	MAKING EVERY SECOND COUNT
Serial Number:	86153080	FLEXIE
Registration Number:	4135325	YOUFIT HEALTH CLUBS
Registration Number:	4215671	I'M HERE FOR YOU

#### 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: 7

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of January 4, 2017, is executed by GENERAL ELECTRIC COMPANY, as successor by merger to GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), in its capacity as prior agent for the Lenders ("Prior Agent"), in favor of YOU FIT, LLC, and LIME TIME, LLC (each, a "Grantor" and collectively, the "Grantors").

Recitals

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 25, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Borrowers and the other Credit Parties party thereto from time to time, the Lenders and Wells Fargo Bank, N.A. ("Wells Fargo"), as agent for the Lenders by successor by assignment to GECC (in such capacity, the "Current Agent"), the Lenders agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein. All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement dated as of August 25, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), Prior Agent, as successor by merger to GECC, holds a Lien against the intellectual property rights owned by the Grantors;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of August 25, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), each Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Prior Agent, as successor by merger to GECC, a security interest in all of such Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 27, 2014, at Reel/Frame 5351/0457;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of January 3, 2017, by and among Wells Fargo (in its capacities as both Current Agent and the Lender), the Grantors, the other Borrowers and the other Credit Parties party thereto, Current Agent has consented to, among other things, the release and termination of the Lien on the Trademark Collateral, including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto; and

WHEREAS, Current Agent requests that Prior Agent release its Lien in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prior Agent hereby covenants and agrees as follows:

Prior Agent's Lien in the Trademark Collateral and Collateral granted pursuant to the Trademark Security Agreement and the Guaranty and Security Agreement respectively is hereby terminated and released (including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto).

To the extent Prior Agent retains any such interest, Prior Agent hereby assigns, transfers and conveys to the applicable Grantor, all of Prior Agent's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Trademark Collateral relates. Such assignment, transfer and conveyance by Prior Agent is made without any representation or warranty (express or implied) by Prior Agent, except that Prior Agent has not transferred or conveyed any interest therein.

Prior Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of the Grantors. Prior Agent authorizes each Grantor (or its agents) to file such documentation as is necessary to effect the releases of the Trademark Collateral and Collateral granted hereunder.

For the avoidance of doubt, Current Agent's Lien in the Trademark Collateral and Collateral granted pursuant to the Trademark Security Agreement and the Guaranty and Security Agreement respectively is also hereby terminated and released.

This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

*[Remainder of page intentionally blank; signature page follows]*

IN WITNESS WHEREOF, Prior Agent has executed and delivered this Release as of the day and year first above written.

**GENERAL ELECTRIC COMPANY**, as Prior Agent

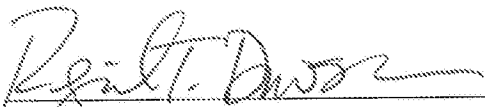
By: 

Name: Jennifer Homer

Title: Senior Counsel

ACKNOWLEDGED AND ACCEPTED BY:

WELLS FARGO BANK, N.A., as Current Agent

By:   
Name: Reginald T. Dawson  
Title: Senior Vice President


[Signature Page to GE Trademark Security Termination]




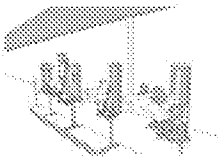

**TRADEMARK**  
**REEL: 005962 FRAME: 0057**

## SCHEDULE 1

### Trademark Registrations

#### REGISTERED TRADEMARKS

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
THAT'S MY FIT	YOU FIT, LLC	US	86/020979 26-JUL-2013	4491098 03-MAR-2014	
	YOU FIT, LLC	US	77/309283 20-OCT-2007	3683711 15-SEP-2009	
fit begins with You.	YOU FIT, LLC.	US	77/793216 30-JUL-2009	3754692 02-MAR-2010	
GREEN IS OUR COLOR	YOU FIT, INC.	US	77/927171 03-FEB-2010	3844778 07-SEP-2010	Assigned from YF Holdings, LLC
IT'S WHERE YOU FIT IN	YOU FIT, LLC	US	77/793086 30-JUL-2009	3951566 26-APR-2011	
LIME CARD	YOU FIT, LLC	US	85/221974 20-JAN-2011	4012126 16-AUG-2011	Assigned from YF Holdings, LLC
NO PRESSURE, NO OBLIGATION	YOU FIT, LLC	US	85/157611 20-OCT-2010	4099937 14-FEB-2012	
YOUFIT	YOU FIT, LLC	US	85/005249 02-APR-2010	4116876 27-MAR-2012	Assigned from YF Holdings, LLC
YOUFIT HEALTH CLUBS	YOU FIT, LLC	US	85/413462 01-SEP-2011	4135325 01-MAY-2012	
GET FITNESS	YOU FIT, LLC	US	85/232684 02-FEB-2011	4177812 24-JUL-2012	
YOUCOACH	YOU FIT, LLC	US	85/510700 06-JAN-2012	4197751 28-AUG-2012	
	YOU FIT, LLC	US	85/524876 25-JAN-2012	4198459 28-AUG-2012	
IT'S COOL TO BE GREEN	YOU FIT, LLC	US	85/167762 03-NOV-2010	4199161 28-AUG-2012	
YOUFIT, THE RIGHT FIT!	YOU FIT, LLC	US	85/275815 24-MAR-2011	4212355 25-SEP-2012	
I'M HERE FOR YOU	YOU FIT, LLC	US	85/535290 06-FEB-2012	4215671 25-SEP-2012	
YOUFUEL	YOU FIT, LLC	US	85/545538 17-FEB-2012	4217366 02-OCT-2012	

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
GET FIT	YOU FIT, LLC	US	85/232830 02-FEB-2011	4220188 09-OCT-2012	
GET FIT HEALTH CLUBS	YOU FIT, LLC	US	77787860 23-JUL-2009	4250387 27-NOV-2012	
	YOU FIT, LLC	US	85/485237 01-DEC-2011	4284877 05-FEB-2013	
	YOU FIT, LLC	US	85/485957 02-DEC-2011	4284879 05-FEB-2013	
THE GREENER THE COOLER	YOU FIT, LLC	US	85/157622 21-OCT-2010	4335255 14-MAY-2013	
YOU COACH	YOU FIT, LLC	US	85/510765 06-JAN-2012	4380809 06-AUG-2013	
I'M HERE FOR YOU	YOU FIT, LLC	US	85/700843 10-AUG-2012	4394958 03-SEP-2013	
	YOU FIT, LLC	US	85/763116 25-OCT-2012	4410003 01-OCT-2013	
YOU POWERED	YOU FIT, LLC	US	85/590912 06-APR-2012	4422634 22-OCT-2013	
YOU TIME	YOU FIT, LLC	US	85/900033 10-APR-2013	4436345 19-NOV-2013	
	YOU FIT, LLC	US	85/763194 25-OCT-2012	4438717 26-NOV-2013	
WORK OUT WHERE YOU FIT AT YOUFIT	YOU FIT, LLC	US	86/006459 10-JUL-2013	4440381 26-NOV-2013	
	LIME TIME, LLC	US	85/764850 26-OCT-2012	4317261 09-APR-2013	Assigned from You Fit, LLC
LIME TIME	LIME TIME, LLC	US	85/923490 04-MAY-2013	4436576 19-NOV-2013	Assigned from You Fit, LLC

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**TRADEMARK**  
**REEL: 005962 FRAME: 0059**



TRADEMARK APPLICATIONS

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
GREEN IS COOL	YOU FIT, LLC	US	85/165749 31-OCT-2010		Intent to Use
MAKING EVERY SECOND COUNT	LIME TIME, LLC	US	86/142994 13-DEC-2013		
GREEN IS COOL	YOU FIT, LLC	US	85/982017 10/31/2010		
FLEXIE	YOU FIT, LLC	US	86/153080 12/27/2013		

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