

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tivity Health, Inc.		04/21/2017	Corporation: DELAWARE
Tivity Health Support, LLC		04/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	87347585	FITNESS YOUR WAY	
Registration Number:	3438189	FOREVER FIT	
Registration Number:	4581479	HEALTHWAYS BOOM	
Registration Number:	4115930	HEALTHWAYS WHOLEHEALTH LIVING	
Registration Number:	4466850	HEALTHWAYS WHOLEHEALTH NETWORKS	
Registration Number:	3382837	PRIME	
Serial Number:	87340674	PRIME CHOICES	
Registration Number:	4701620	PROGRAM ADVISOR	
Registration Number:	2086072	SILVERSNEAKERS	
Serial Number:	87340684	SILVERSNEAKERS BOOM	
Serial Number:	87340670	SILVERSNEAKERS CHOICES	
Registration Number:	5004694	SILVERSNEAKERS FLEX	
Registration Number:	4814475	SILVERSNEAKERS STABILITY	
Registration Number:	3823807	SILVERSNEAKERS STEPS	
Registration Number:	2674857	SILVERSPLASH	
Serial Number:	87295307	TIVITY HEALTH	
Serial Number:	87295303	TIVITY HEALTH	
Serial Number:	87295302	TIVITY HEALTH	
TRADEMARK			

CH \$565.00 87347585

Property Type	Number	Word Mark
Serial Number:	87295297	TIVITY HEALTH
Serial Number:	87301673	WHOLEHEALTH LIVING
Serial Number:	87340667	WHOLEHEALTH LIVING CHOICES
Registration Number:	4679824	

CORRESPONDENCE DATA

Fax Number: 4045725135

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: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, NE

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.015785
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	04/24/2017

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2017 (this “Security Agreement”), is made by TIVITY HEALTH, INC., a Delaware corporation (the “Borrower”) and TIVITY HEALTH SUPPORT, LLC, a Delaware limited liability company (“Tivity Health Support”, and together with the Borrower, each individually a “Grantor” and collectively, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Borrower, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of April 21, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including Tivity Health Support, have entered into the Security Agreement, dated as of April 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

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

Section 2 Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the

rights and remedies of the Administrative 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 of any conflict or inconsistency between this Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 Counterparts. This 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 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

TIVITY HEALTH, INC.

By: Glenn Hargreaves
Name: Glenn Hargreaves
Title: Chief Accounting Officer, Controller and
Interim Chief Financial Officer

TIVITY HEALTH SUPPORT, LLC

By: Glenn Hargreaves
Name: Glenn Hargreaves
Title: Chief Financial Officer, Assistant Treasurer
and Assistant Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK




By: Katherine Bass
Name: Katherine Bass
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006040 FRAME: 0006

SCHEDULE I**Trademarks**

Trademark	Owner	Ser. No. Filing Date	Reg. No. Reg. Date
FITNESS YOUR WAY	Tivity Health, Inc.	87/347,585 February 23, 2017	n/a
FOREVER FIT	Tivity Health Support, LLC	78/886,299 May 17, 2006	3,438,189 May 27, 2008
HEALTHWAYS BOOM	Tivity Health, Inc.	85/960,387 June 14, 2013	4,581,479 August 5, 2014
HEALTHWAYS WHOLEHEALTH LIVING	Tivity Health, Inc.	85/191,598 December 6, 2010	4,115,930 March 20, 2012
HEALTHWAYS WHOLEHEALTH NETWORKS	Tivity Health, Inc.	85/399,258 August 16, 2011	4,466,850 January 14, 2014
PRIME	Tivity Health Support, LLC	78/600,269 April 1, 2005	3,382,837 February 12, 2008
PRIME CHOICES	Tivity Health, Inc.	87/340,674 February 17, 2017	n/a
PROGRAM ADVISOR	Tivity Health, Inc.	86/275,459 May 8, 2014	4,701,620 March 10, 2015
SILVERSNEAKERS	Tivity Health Support, LLC	75/175,639 October 2, 1996	2,086,072 August 5, 1997
SILVERSNEAKERS BOOM	Tivity Health, Inc.	87/340,684 February 17, 2017	n/a
SILVERSNEAKERS CHOICES	Tivity Health, Inc.	87/340,670 February 17, 2017	n/a
SILVERSNEAKERS FLEX	Tivity Health, Inc.	86/642,888 May 27, 2015	5,004,694 July 19, 2016
SILVERSNEAKERS STABILITY	Tivity Health, Inc.	86/370,540 August 19, 2014	4,814,475 September 15, 2015
SILVERSNEAKERS STEPS	Tivity Health Support, LLC	77/750,033 June 2, 2009	3,823,807 July 27, 2010
SILVERSPLASH	Tivity Health Support, LLC	76/385,765 March 22, 2002	2,674,857 January 14, 2003
TIVITY HEALTH	Tivity Health, Inc.	87/295,307 January 10, 2017	n/a

Trademark	Owner	Ser. No. Filing Date	Reg. No. Reg. Date
TIVITY HEALTH	Tivity Health, Inc.	87/295,303 January 10, 2017	n/a
	Tivity Health, Inc.	87/295,302 January 10, 2017	n/a
	Tivity Health, Inc.	87/295,297 January 10, 2017	n/a
WHOLEHEALTH LIVING	Tivity Health, Inc.	87/301,673 January 13, 2017	n/a
WHOLEHEALTH LIVING CHOICES	Tivity Health, Inc.	87/340,667 February 17, 2017	n/a
	Tivity Health, Inc.	86/133,106 December 2, 2013	4,679,824 January 27, 2015