

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM435564

| | | | |
|---|---|--|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BARRY'S BOOTCAMP HOLDINGS, LLC | | 07/14/2017 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | MEDLEY CAPITAL LLC | | |
| Street Address: | 280 Park Avenue | | |
| Internal Address: | 6th Floor East | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87313810 | BARRY'S | |
| Serial Number: | 87313747 | BARRY'S | |
| Serial Number: | 87313743 | BARRY'S | |
| Serial Number: | 87316551 | BARRY'S | |
| Serial Number: | 86384309 | | |
| Registration Number: | 4002431 | BARRY'S BOOTCAMP | |
| Registration Number: | 4720067 | BARRY'S BOOTCAMP | |
| Registration Number: | 3178015 | BARRY'S BOOTCAMP | |
| Registration Number: | 3199496 | BARRY'S BOOTCAMP THE BEST WORKOUT IN THE | |
| Registration Number: | 3572435 | DON'T THINK, JUST SHRINK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2122942684 | | |
| Email: | trademarkny@winston.com, dkumar@winston.com | | |
| Correspondent Name: | Jordan Yellen | | |
| Address Line 1: | 200 Park Avenue | | |

CH \$265.00 87313810

| | |
|---|--------------------------------|
| Address Line 4: New York, NEW YORK 10166 | |
| ATTORNEY DOCKET NUMBER: | 250584.81. |
| NAME OF SUBMITTER: | Jordan Yellen |
| SIGNATURE: | /Jordan Yellen by trademarkny/ |
| DATE SIGNED: | 07/18/2017 |
| Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2017, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of MEDLEY CAPITAL LLC, a Delaware limited liability company (“**Medley**”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 14, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Barry’s Bootcamp Holdings, LLC (the “**Company**”, and together with each Subsidiary of the Company listed as a “Borrower” on the signature pages thereto and each other Person that executes a Joinder Agreement and becomes a “Borrower” thereunder, each a “**Borrower**” and collectively, the “**Borrowers**”), BBC Holdings, LLC (“**Parent**”), each Subsidiary of the Company listed as a “Guarantor” on the signature pages thereto (together with Parent and each other Person that executes a Joinder Agreement and becomes a “Guarantor” thereunder or otherwise guaranties all or any part of the Obligations, each a “**Guarantor**” and collectively, the “**Guarantors**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), the Collateral Agent, and Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”, together with the Collateral Agent, collectively, the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make the Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral 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. 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 mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 the Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all exclusive Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. 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 subject to a security interest hereunder.

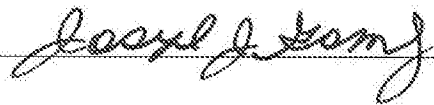
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

Section 6. Governing Law. **THIS TRADEMARK 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

BARRY'S BOOTCAMP HOLDINGS, LLC, as
Grantor

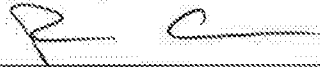
By: 
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006108 FRAME: 0270






ACCEPTED:




MEDLEY CAPITAL LLC,
as Collateral Agent

By: 
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

SCHEDULE I
TO

TRADEMARK SECURITY AGREEMENT

| <u>Company</u> | <u>Country</u> | <u>Trademark</u> | <u>App. or Reg. No.</u> | <u>Filing Date</u> | <u>Reg. Date</u> | <u>Assignees</u> | <u>Class(es)</u> |
|--------------------------------|----------------|--|-------------------------|--------------------|------------------|------------------|------------------|
| Barry's Bootcamp Holdings, LLC | United States | BARRY'S and Design (Chevron A)  | 87/313,810 | 1/25/2017 | | | 09 |
| Barry's Bootcamp Holdings, LLC | United States | BARRY'S and Design (Chevron A)  | 87/313,747 | 1/25/2017 | | | 25 |
| Barry's Bootcamp Holdings, LLC | United States | BARRY'S and Design (Chevron A)  | 87/313,743 | 1/25/2017 | | | 41 |
| Barry's Bootcamp Holdings, LLC | United States | BARRY'S and Design (Chevron A)  | 87/316,551 | 1/27/2017 | | | 35 |
| Barry's Bootcamp Holdings, LLC | USA | Miscellaneous Design (Upside Down V and Star)  | 86/384,309 | 9/3/2014 | | | 28, 41 |
| Barry's Bootcamp Holdings, LLC | USA | BARRY'S BOOTCAMP | 4,002,431 | | 7/26/2011 | | 9, 25, 41 |

| Company | Country | Trademark | App. or Reg. No. | Filing Date | Reg. Date | Assignees | Class(es) |
|--------------------------------|----------------|--|-------------------------|--------------------|------------------|------------------|------------------|
| Barry's Bootcamp Holdings, LLC | USA | BARRY'S BOOTCAMP and Design  | 4,720,067 | | 4/14/2015 | | 9, 25, 28, 41 |
| Barry's Bootcamp Holdings, LLC | USA | BARRY'S BOOTCAMP and Design  | 3,178,015 | | 11/28/2006 | | 41 |
| Barry's Bootcamp Holdings, LLC | USA | BARRY'S BOOTCAMP THE BEST WORKOUT IN THE WORLD and Design  | 3,199,496 | | 1/16/2007 | | 41 |
| Barry's Bootcamp Holdings, LLC | USA | DON'T THINK, JUST SHRINK ¹ | 3,572,435 | | 2/10/2009 | | 9 |

¹ Mark has been abandoned.