

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aerobics and Fitness Association of America		07/12/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Barclays Bank, PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	National Banking Association: UNITED KINGDOM

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	2460860	1-800-YOUR BODY
Registration Number:	1427014	AEROBICS AND FITNESS ASSOCIATION OF AMER
Registration Number:	3301406	AEROBICS AND FITNESS ASSOCIATION OF AMER
Registration Number:	1430614	AFAA
Registration Number:	5160171	AFAA
Registration Number:	1433648	AFAA
Registration Number:	2231116	AHFAA
Registration Number:	2236064	AHFAA ALLIED HEALTH AND FITNESS ASSOCIAT
Registration Number:	2234831	ALLIED HEALTH AND FITNESS ASSOCIATION OF
Registration Number:	3311515	AMERICAN FITNESS
Registration Number:	4354253	AMERICAN FITNESS
Registration Number:	4684987	COMPLETE 10
Registration Number:	4486431	COMPLETE 10
Registration Number:	2480981	E-FITNESS
Registration Number:	2768422	E-PILATES
Registration Number:	3109646	EXERCISE TRIAGE
Registration Number:	4584688	FAT SMACKDOWN
Registration Number:	4142901	FITFRENZ
Registration Number:	2209382	FITMARKERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2165355	FITNESS GETS PERSONAL
Registration Number:	2098650	FITNESS MANAGEMENT FOR LIFE
Registration Number:	2767044	FITNESS PATHWAYS
Registration Number:	3487181	FITNESS TRIAGE
Registration Number:	4889759	FUZECRAZE
Registration Number:	4324539	G.E.A.R. GRIP-ENDURANCE-ALIGNMENT-RESIST
Registration Number:	3986018	GOLDEN HEARTS
Registration Number:	3670299	GOLDEN HEARTS
Registration Number:	4298362	GOLDEN HEARTS
Registration Number:	3532346	GOLDEN HEARTS
Registration Number:	4354247	GYM AFTER DARK
Registration Number:	4720843	LEAD ON
Registration Number:	4491400	LOSING WEIGHT...FACE-TO-FACE
Registration Number:	2357525	MAT SCIENCE
Registration Number:	2304996	MULTI TRAINING
Registration Number:	4412340	MULTISHOP LIVE
Registration Number:	4403899	NETSHOW
Registration Number:	4786113	NOW THE CONVENTION COMES TO YOU
Registration Number:	4795496	NOW THE EXPO COMES TO YOU
Registration Number:	4795476	NOW THE SHOW COMES TO YOU
Registration Number:	4720842	PREHAB VS. REHAB
Registration Number:	3248231	RESISTANCE TO THE CORE
Registration Number:	2849889	SENIOR SHAPE-UP
Registration Number:	3107237	STRESS GETS PERSONAL
Registration Number:	4432974	TELEBIENESTAR
Registration Number:	2778085	TELEEXERCISE
Registration Number:	2204551	TELEFITNESS
Registration Number:	4485562	TELEJERCICIO
Registration Number:	4485563	TELENUTRICION
Registration Number:	2811194	TELENUTRITION
Registration Number:	4432975	TELESALUD
Registration Number:	2385101	THE MARK OF THE PROFESSIONAL
Registration Number:	4731768	THE PRACTICAL WAY
Registration Number:	4269887	THE PRACTICAL WAY
Registration Number:	2698915	TOTAL FITNESS INFORMATION MANAGEMENT
Registration Number:	4109345	VIDEO CORNER
Registration Number:	4270006	WEBSHOW EVENTS
Registration Number:	2269192	WELL-FIT FORMS

Property Type	Number	Word Mark
Registration Number:	2900132	WELLNESS GETS PERSONAL
Registration Number:	2791680	YOURBODY.COM
Registration Number:	1419134	APEX

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Melony Sot
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172644 AFAA
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	09/14/2017

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2017, by Aerobics and Fitness Association of America (the “**Grantor**”), in favor of Barclays Bank PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of July 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights

and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the 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.

AEROBICS AND FITNESS ASSOCIATION OF
AMERICA, as a Grantor

By: _____


Name: William J. Aliber

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

BARCLAYS BANK PLC as Collateral Agent

By: 

Name:

Title:

Richard Glenn
Vice President

Schedule I

United States Trademark Registrations and Applications

Title	App. No./ Reg. No.
1-800-YOUR BODY	2460860
AEROBICS AND FITNESS ASSOCIATION OF AMERICA	1427014
AEROBICS AND FITNESS ASSOCIATION OF AMERICA	3301406
AFAA	1430614
AFAA	5160171
AFAA & design	1433648
AHFAA	2231116
AHFAA ALLIED HEALTH AND FITNESS ASSOCIATION OF AMERICA & design	2236064
ALLIED HEALTH AND FITNESS ASSOCIATION OF AMERICA	2234831
AMERICAN FITNESS	3311515
AMERICAN FITNESS	4354253
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GOLDEN HEARTS	3670299

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