

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preventure, LLC		01/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78422325	PREVENTURE	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		
DATE SIGNED:	01/29/2018		
Total Attachments: 5			
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SECURITY AGREEMENT

(TRADEMARKS)

January 18, 2018

SECURITY AGREEMENT dated January 18, 2018 (this "Agreement") made by the undersigned grantor (the "Grantor"), in favor of PNC Bank, National Association, in its capacity as agent for the below-defined Lenders (in such capacity, the "Grantee").

WHEREAS, the Grantor has adopted, used and is using the trademarks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is obligated to Grantee, and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Credit Agreement"), by and among VP PARENT HOLDINGS, INC., a Delaware corporation, VIRGIN PULSE, INC., a Delaware corporation, VIRGIN LIFE CARE HEALTH ZONES, INC., a Delaware corporation, SHAPEUP, INC., a Delaware corporation, Grantor, SYMMETRIC PREVENTURE HOLDING CORPORATION, a Delaware corporation, PREVENTURE HOLDING COMPANY, LLC, a Delaware limited liability company, the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender"), and Grantee for the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to the Trademarks set forth on Schedule 1 hereto (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. For the avoidance of doubt, in no event shall Collateral include any Excluded Property.

Grantee's address is PNC Bank, National Association, 301 Fayetteville Street, Suite 2100, Raleigh, NC 27601, Attention: Marcus Davidsson.

In the event of any conflict between the terms of the Credit Agreement and the terms of this Agreement, the terms of the Credit Agreement shall govern.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

PREVENTURE, LLC


By: 

Name: Derek Ransom

Title: Treasurer & Secretary

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By 
Name: Marcus Davidsson
Title: Vice President

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
PREVENTURE, LLC	PREVENTURE	78422325	12/25/2007

Security Agreement (Trademarks)

Schedule I – Page 1