

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468963

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Fitness Holdings, LLC		03/19/2018	Limited Liability Company: DELAWARE
Onelife Fitness, LLC		03/19/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BSP Agency, LLC, as Collateral Agent
<b>Street Address:</b>	9 West 57th Street
<b>Internal Address:</b>	Suite 4700
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	3290734	
<b>Registration Number:</b>	3759951	ATLANTA AF FITNESS
<b>Registration Number:</b>	3654581	YOUR HEALTH IS WHAT WE LIVE FOR
<b>Registration Number:</b>	1603238	SPORT & HEALTH CLUBS
<b>Registration Number:</b>	3041691	EXPLOSIVE PERFORMANCE
<b>Registration Number:</b>	3062964	EXPLOSIVE PERFORMANCE
<b>Registration Number:</b>	3984028	SPORT&HEALTH
<b>Registration Number:</b>	5399864	1 ONELIFE FITNESS
<b>Registration Number:</b>	5065843	Z4
<b>Registration Number:</b>	5085669	Z4
<b>Registration Number:</b>	4002892	YOU ONLY LIVE ONCE
<b>Registration Number:</b>	4250818	TNT FITNESS

## CORRESPONDENCE DATA

Fax Number: 2024083141

*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.*

TRADEMARK

**Phone:** 2024083141  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** CSC  
**Address Line 1:** 1090 Vermont Avenue, NW  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 151239-10

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 04/09/2018

**Total Attachments: 6**

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## EXECUTION COPY

TRADEMARK SECURITY AGREEMENT dated as of March 19, 2018 (this "**Agreement**"), among US Fitness Holdings, LLC ("**USF Holdings**"), OneLife Fitness, LLC ("**OneLife**" and together with USF Holdings, each a "**Grantor**" and collectively, the "**Grantors**"), and BSP Agency, LLC, as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of March 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among USF S&H Topco, LLC ("**Holdings**"), USF S&H Holdco, LLC (the "**Borrower**"), the Lenders party thereto from time to time and the Collateral Agent, and (b) the Revolving Credit and Term Loan Agreement, dated as of March 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Holdings, the Borrower, the Lenders party thereto from time to time and BSP Agency, LLC, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors, pursuant to the Security Agreement, did and hereby do grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications (but excluding any intent to use application) in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all Proceeds and products of any of the foregoing; and

(d) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of laws principles that would apply a different law.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page to this Agreement by facsimile or other electronic form (including .pdf file) shall be effective as delivery of a manually signed counterpart.

SECTION 6. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**US FITNESS HOLDINGS, LLC**

By: \_\_\_\_\_

Name: Scott Thomas

Title: Chief Financial Officer

**ONELIFE FITNESS, LLC**

By: \_\_\_\_\_

Name: Scott Thomas

Title: Chief Financial Officer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006309 FRAME: 0171**

**BSP AGENCY, LLC,**  
as Collateral Agent

By: 

Name: Bryan Martoken

Title: Chief Financial Officer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006309 FRAME: 0172**

## Schedule I

### I. Federal Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
OneLife Fitness, LLC	“OneLife Fitness”	3,290,734	2/15/2011
US Fitness Holdings, LLC	“ATLANTA AF FITNESS”	3,759,951	3/16/2010
US Fitness Holdings, LLC	“YOUR HEALTH IS WHAT WE LIVE FOR”	3,654,581	7/14/2009
US Fitness Holdings, LLC	Sport & Health Clubs	6/19/1990	1,603,238
US Fitness Holdings, LLC	Explosive Performance (word-only mark)	1/10/2006	3,041,691
US Fitness Holdings, LLC	Explosive Performance (design mark)	2/28/2006	3,062,964
US Fitness Holdings, LLC	sport&health	6/28/2011	3,984,028
US Fitness Holdings, LLC	ONELIFE FITNESS (design mark – color)	2/13/2018	5,399,864
US Fitness Holdings, LLC	ONELIFE FITNESS (design mark)	Pending	Pending
US Fitness Holdings, LLC	Z4	10/18/2016	5,065,843
US Fitness Holdings, LLC	Z4 (logo)	11/22/2016	5,085,669
US Fitness Holdings, LLC	YOU ONLY LIVE ONCE	7/26/2011	4,002,892
US Fitness Holdings, LLC	TNT Fitness	11/27/2012	4,250,818

### II. State Servicemarks

<u>Registered Owner</u>	<u>Mark</u>	<u>State</u>	<u>Registration Number</u>	<u>Registration Date</u>
US Fitness Holdings, LLC	“Serenity”	VA	1375	2/17/2018

### III. Trade Names

<u>Registered in DC:</u> Owner: USF S&H DC, LLC	Northwest Sport&Health Tenley Sport&Health Capitol Hill Sport&Health Serenity
<u>Registered in DC:</u> Owner: 5100 DC Fitness LLC	Crunch Fitness Chevy Chase
<u>Registered in DC:</u> Owner: 555 12 <sup>th</sup> St. Fitness LLC	Crunch Fitness Metro Center

<p><u>Registered in Maryland:</u> Owner: USF S&amp;H Maryland, LLC</p>	<p>North Frederick Sport&amp;Health South Frederick Sport&amp;Health Bethesda Sport&amp;Health Lakeforest Sport&amp;Health Rockville Sport&amp;Health Waldorf Sport&amp;Health</p>
<p><u>Registered in Virginia:</u> Owner: USF S&amp;H Virginia, LLC</p>	<p>Ballston Sport&amp;Health Crystal Gateway Sport&amp;Health Crystal Park Sport&amp;Health Old Town Sport&amp;Health Reston Sport&amp;Health Skyline Sport&amp;Health Tysons Sport&amp;Health Sport&amp;Health at Brambleton Gainesville Sport&amp;Health Woodbridge Sport&amp;Health Stafford Sport&amp;Health Regency Sport&amp;Health Serenity Onelife Fitness – Alexandria Onelife Fitness at Brambleton<sup>1</sup></p>
<p><u>Registered in the following Counties in Georgia:</u> Fulton County, GA Forsyth County, GA Coweta County, GA Carroll County, GA  Owner: USF AF Georgia, LLC</p>	<p>Atlanta Fitness</p>
<p><u>Registered in the following Counties in Georgia:</u> Forsyth County, GA Fulton County, GA<sup>2</sup> Coweta County, GA Carroll County, GA  Owner: USF AF Georgia, LLC</p>	<p>Onelife Fitness</p>

<sup>1</sup> Application pending.

<sup>2</sup> Application pending.