

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481718

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRAESIDIAN CAPITAL INVESTORS, LP		07/13/2018	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PFIP, LLC		
<b>Street Address:</b>	4 Liberty Lane West		
<b>City:</b>	Hampton		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03842		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3389028	BLACK	
<b>Registration Number:</b>	2377662	JUDGMENT FREE ZONE	
<b>Registration Number:</b>	2693142	LUNK ALARM	
<b>Registration Number:</b>	2654980	NO CRITICS	
<b>Registration Number:</b>	2370028	NO DUMBELLS ALLOWED PF GYMS	
<b>Registration Number:</b>	2698976	PLANET FITNESS	
<b>Registration Number:</b>	2438677	PLANET FITNESS	
<b>Registration Number:</b>	3385516		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>			
<b>Phone:</b>	212-596-9287		
<b>Email:</b>	ustrademarkmail@ropesgray.com		
<b>Correspondent Name:</b>	Nicole Mollica, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	109799-0039		
<b>NAME OF SUBMITTER:</b>	Nicole Mollica		

CH \$215.00 3389028

<b>SIGNATURE:</b>	/nicole mollica/
<b>DATE SIGNED:</b>	07/13/2018
<b>Total Attachments: 3</b> source=Praesidian Release#page1.tif source=Praesidian Release#page2.tif source=Praesidian Release#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is effective as of July 13, 2018, by PRAESIDIAN CAPITAL INVESTORS, LP, in its capacity as agent (in such capacity, "Secured Party").

WHEREAS, pursuant to that certain Security Purchase Agreement, dated as of November 3, 2006, and documents related thereto, by PFIP, LLC, a New Hampshire limited liability company (the "Grantor"), among other parties, in favor of Secured Party (the "Security Agreement"), the Grantor granted to Secured Party a continuing security interest in and continuing lien on the Collateral (as defined in the Security Agreement) of the Grantor, including, without limitation, the trademarks listed on Exhibit A hereto (collectively, the "Trademarks");

WHEREAS, the Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on November 3, 2006 at Reel/Frame 3424/0772; and

WHEREAS, the Secured Party thereafter agreed to release any and all pledges, guarantees, security interests, liens and other encumbrances under the Security Agreement.

NOW, THEREFORE, intending to be legally bound hereby and in connection with the Security Agreement, Secured Party hereby (i) releases the continuing security interest and continuing lien upon, and terminates its security interest in, and all other rights, title and interest in and to, the Trademarks, without any recourse, representation or warranty, (ii) terminates the Security Agreement, and (iii) re-assigns to the Grantor, any right, title or interest the Secured Party may have in, to or under the Trademarks, together with the goodwill of the business symbolized thereby, and hereby authorizes the Grantor or the Grantor's authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination. Secured Party further agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party duly executes this Release, which is effective as of the day and year first written above.

**PRAESIDIAN CAPITAL INVESTORS, LP**


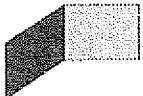
By: Praesidian Capital, LLC,  
Its General Partner

By: 

Name: Jason D. Drattell  
Title: Manager and Member

**EXHIBIT A**

**Trademarks**

Trademark	Owner	Registration Number	Registration Date
BLACK BLACK	PFIP, LLC	3389028	26-FEB-2008
JUDGMENT FREE ZONE	PFIP, LLC	2377662	15-AUG-2000
LUNK ALARM	PFIP, LLC	2693142	04-MAR-2003
NO CRITICS	PFIP, LLC	2654980	26-NOV-2002
 NO DUMBELLS ALLOWED PF GYMS	PFIP, LLC	2370028	25-JUL-2000
PLANET FITNESS	PFIP, LLC	2698976	25-MAR-2003
PLANET FITNESS	PFIP, LLC	2438677	27-MAR-2001
 Design Only	PFIP, LLC	3385516	19-FEB-2008