

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484456

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		08/01/2018	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<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

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	85047925	BLACK CARD CUTS
Serial Number:	85537267	
Serial Number:	86028516	I PF
Serial Number:	85214726	WHEREVER U-GO, THERE'S U-GO
Serial Number:	85812993	GYMTIMIDATION
Serial Number:	85469366	IT'S WORKING OUT IN YOUR FAVOR.
Serial Number:	85752647	JUDGEMENT FREE ZONE
Serial Number:	85433747	NADIE TE JUZGA
Serial Number:	85485798	NEW LOCATION! SAME PLANET!
Serial Number:	85973048	NO GYMTIMIDATION.
Serial Number:	85813018	NO GYMTIMIDATION
Serial Number:	85766800	NO HASSLES. NO BRAINER.
Serial Number:	77875348	NO EGOS
Serial Number:	85179822	NO GIMMICKS
Serial Number:	85664089	NO HASSLES. NO LUNKS. ALWAYS 10 BUCKS.
Serial Number:	85637477	NO SALESMEN. NO PRESSURE.
Serial Number:	85366691	PF 1992
Serial Number:	85469683	PF EXPRESS
Serial Number:	85913252	PF TV

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85882391	PLANET FITNESS
Serial Number:	74435592	PLANET FITNESS
Serial Number:	85882515	PLANET FITNESS
Serial Number:	85299613	VISIONARY
Serial Number:	85820237	WE'RE NOT A GYM. WE'RE ...
Serial Number:	85973112	WE'RE NOT A GYM. WE'RE PLANET FITNESS.
Serial Number:	85814856	WE'RE NOT A GYM. WE'RE PLANET FITNESS.
Serial Number:	85471426	AND WE'RE ROLLING OUT THE PURPLE CARPET!
Serial Number:	85487971	YOU WON'T FEEL THE BURN IN YOUR WALLET
Serial Number:	85122804	ZERO - ZIP - ZILCH
Serial Number:	86028802	PF

#### CORRESPONDENCE DATA

Fax Number: 6172359493

*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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	109799-0039
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/catherine murray/
DATE SIGNED:	08/02/2018

#### Total Attachments: 5

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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this “**Trademark Release**”) is made as of August 1, 2018, by JPMORGAN CHASE BANK, N.A., as Administrative Agent (the “**Agent**”) in favor PFIP, LLC, a New Hampshire limited liability company with an address at 4 Liberty Lane West, Hampton NH 03842 (the “**Grantor**”).

W I T N E S S E T H:

WHEREAS, the Grantor entered into a certain trademark security agreement dated March 31, 2014 (the “**Trademark Security Agreement**”) with Agent, notice of which was recorded on March 31, 2014 at the United States Patent and Trademark Office (the “**USPTO**”) at Reel 5247, Frame 0946.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WHEREAS, Grantor granted the Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “**Security Interest**”) in favor of the Agent, in and to all of its Trademark Collateral, including without limitation those listed in **Schedule A**, and all of the goodwill associated with such Trademark Collateral.

WHEREAS, the Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration thereof and intending to be legally bound, the Agent, for itself and on behalf of the lenders and other holders of the Security Interest, hereby agrees as follows:

1. Release of Security Interest. Agent hereby irrevocably releases, terminates and discharges any and all of its security interest in, and all other rights, title and interest in and to, the Trademark Collateral of the Grantor, including the goodwill associated with such Trademark Collateral without any recourse, representation or warranty, and assigns, transfers and conveys to Grantor any interest in such Trademark Collateral, including the Security Interest and any goodwill of the business symbolized thereto. The Agent further hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Grantor and its successors and assigns in association with the Security Interest, and hereby releases the Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest.

2. Recordation of Release. Agent understands and agrees that this Trademark Release may be recorded by or for the Grantor with the USPTO.

3. Further Actions. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Trademark Release, provided that all

such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

4. Applicable Law. This Trademark Release will be governed by and construed in accordance with the laws of the State of New York.

5. Electronic Delivery. Delivery of an executed signature page of this Trademark Release by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be executed as of the day and year first written above.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name:  
Title: **Alicia T. Schreibstein**  
**Executive Director**

[Signature Page to Trademark Release]

TRADEMARK  
REEL: 006401 FRAME: 0394

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Country</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
USA	05/26/10	85/047925		
USA	02/08/12	85/537267	2/26/13	4294662
USA	08/05/13	86/028516	02/25/14	4488602
USA	02/14/11	85/214726	09/27/11	4031462
USA	12/31/12	85/812993	06/25/13	4358140
USA	11/10/11	85/469366	1/08/13	4273237
USA	10/12/12	85/752647	06/18/13	4353472
USA	09/28/11	85/433747	04/09/13	4315573
USA	12/02/11	85/485798	01/08/13	4273264
USA	06/28/13	85/973048	02/18/14	4484572
USA	12/31/12	85/813018	06/25/13	4358141
USA	10/30/12	85/766800	06/11/13	4350275
USA	11/18/09	77/875348	11/06/12	4238048
USA	11/18/10	85/179822	12/04/12	4254468
USA	06/25/12	85/664089	03/19/13	4306822
USA	05/29/12	85/637477	01/22/13	4279066
USA	07/08/11	85/366691	05/21/13	4339293
USA	11/10/11	85/469683	11/27/12	4248919
USA	04/24/13	85/913252	11/12/13	4432569
USA	03/21/13	85/882391	11/19/13	4435665
USA	09/10/93	74/435592	03/27/01	2,438,677
USA	03/25/13	85/882515	11/19/13	4435666
USA	04/20/11	85/299613	12/17/13	4451713
USA	01/10/13	85/820237		
USA	06/28/13	85/973112	02/18/14	4484575
USA	01/03/13	85/814856	03/04/14	4492327
USA	11/14/11	85/471426	04/30/13	4326666
USA	05/26/10	85/047925		
USA	12/06/11	85/487971	01/01/13	4269558
USA	09/03/10	85/122804	05/03/11	3954849
USA	10/12/12	85/752647	06/18/13	4353472
USA	04/24/13	85/913252		
USA	08/05/13	86/028802		
USA	08/05/13	86/028516		
USA	11/14/11	85471426	04/30/13	4326666
USA	12/31/12	85812993	06/25/13	4358140
USA	11/10/11	85469366	01/08/13	4273237
USA	10/12/12	85752647	06/18/13	4353472
USA	09/28/11	85433747	04/09/13	4315573

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USA	11/18/09	77875348	11/06/12	4238048
USA	11/18/10	85179822	12/04/12	4254468
USA	06/28/13	85973048	02/18/14	4484572
USA	10/30/12	85766800	06/11/13	4350275
USA	06/28/12	85664089	03/19/13	4306822
USA	05/29/12	85637477	01/22/13	4279066
USA	08/05/13	86028802	02/23/16	4903521
USA	03/21/13	85882515	11/19/13	4435666
USA	09/10/93	74435592	03/27/01	2438677
USA	01/10/13	85820237	07/28/15	4782348
USA	02/08/12	85537267	02/26/13	4294662