

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, as Collateral Agent		09/05/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Bay Club Los Angeles Holdings, Inc.		
Street Address:	1 Lombard Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4486547	ULTIMATE CROSS TRAINING	
Registration Number:	4527918	ULTIMATE CROSS TRAINING S	
Registration Number:	4032835	WE TAKE YOUR FITNESS PERSONALLY.	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	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:	F179137 Bay LA TM RLSE		
NAME OF SUBMITTER:	Annette Vera		
SIGNATURE:	/Annette Vera/		
DATE SIGNED:	09/05/2018		
Total Attachments: 4			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 5, 2018 (this "Release"), is made by Jefferies Finance LLC, ("Jefferies" and, in its capacity as collateral agent, the "Collateral Agent") for the secured parties, in favor of Bay Club Los Angeles Holdings, Inc., a Delaware corporation ("the "Pledgor"). Capitalized terms not otherwise defined in this Release shall have the meanings attributed to them in the Credit Agreement (as defined below), the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, BC Equity Ventures LLC (the "Borrower"), the Pledgor and Jefferies, in its capacity as administrative agent and collateral agent (in such capacities, the "Agent") are parties to a Credit Agreement, dated as of August 31, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, Pledgor executed and delivered a Security Agreement, dated as of August 31, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, the Pledgor executed and delivered the Trademark Security Agreement, dated as of August 31, 2016 (the "Trademark Security Agreement"), in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office on October 19, 2016 at Reel 5903, Frame 0713.

WHEREAS, pursuant to the Trademark Security Agreement, as collateral security for the payment and performance in full of all of the Secured Obligations, each Pledgor pledged and granted to the Collateral Agent for the ratable 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 Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether then existing or thereafter arising or acquired: all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark registrations and applications for registration listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments then and thereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world (collectively, the "Trademark Collateral").

WHEREAS, pursuant that certain Payoff Letter dated as of August 31, 2018, among the Borrower and the Agent, the Agent agreed to release and terminate in its entirety its Lien on and security interest in and to the Trademark Collateral pursuant to the Credit Agreement, the Security Agreement and the Trademark Security Agreement.

WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral have been met, and accordingly, pursuant to Section 4 of the Trademark Security Agreement, the Collateral Agent has agreed to execute this Release.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety its Lien on and security interest in and to the Trademark Collateral, and discharges, quit claims, terminates the Trademark Security Agreement, and relinquishes unto each Pledgor, and re-assigns to the Pledgor, , any and all right, title or interest it may have in, to, or under the Trademark Collateral of the Pledgor.

Collateral Agent agrees to take all further actions, and provide to the Pledgor and its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor, at the Pledgor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release. Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

JEFFERIES FINANCE LLC, as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Filing Date/ Registration Date	Application / Registration Number	Owner
ULTIMATE CROSS TRAINING	2/21/2013 2/18/2014	85/856,126 4,486,547	Bay Club Los Angeles Holdings, Inc.
ULTIMATE CROSS TRAINING s (& Design)	2/21/2013 5/13/2014	85/856,451 4,527,918	Bay Club Los Angeles Holdings, Inc.
WE TAKE YOUR FITNESS PERSONALLY	12/18/2010 9/27/2011	85975433 4,032,835	Bay Club Los Angeles Holdings, Inc.