

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST
SEQUENCE:	2

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 Holdings III, LLC
Street Address:	1 Lombard Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4572510	77 SEVENTY·SEVEN
Registration Number:	4442475	BAY CLUB
Registration Number:	4686964	BAY CLUB
Registration Number:	4930012	BREAKAWAY PERFORMANCE
Registration Number:	4690936	CONNECT
Registration Number:	4690950	CONNECT BUSINESS + LEARNING + LIFESTYLE
Registration Number:	4200864	DECATHLON CLUB
Registration Number:	3899033	
Registration Number:	4438715	
Registration Number:	4200980	PACIFIC ATHLETIC CLUB
Registration Number:	2474732	PACIFIC ATHLETIC CLUB
Registration Number:	4591027	PACIFIC SPORTS RESORT
Registration Number:	4438714	WESTERN ATHLETIC CLUBS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

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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 Hold 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 Holdings III, LLC, a Delaware limited liability company (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 5905, Frame 0169 .

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
77 SEVENTY SEVEN(& Design)	2/6/2014 7/22/2014	86/185,980 4,572,510	Bay Club Holdings III, LLC
BAY CLUB	10/15/2012 12/3/2013	85/754,548 4,442,475	Bay Club Holdings III, LLC
BAY CLUB (& Design)	2/20/2013 2/17/2015	86/149,575 4,686,964	Bay Club Holdings III, LLC
BREAKAWAY PERFORMANCE	12/21/2013 4/5/2016	86/150,367 4,930,012	Bay Club Holdings III, LLC
CONNECT	1/27/2014 2/24/2015	86/176,544 4,690,936	Bay Club Holdings III, LLC
CONNECT BUSINESS + LEARNING + LIFESTYLE (& Design)	1/31/2014 2/24/2015	86/181,559 4,690,950	Bay Club Holdings III, LLC
DECATHLON CLUB	6/21/2011 9/4/2012	85/351,725 4,200,864	Bay Club Holdings III, LLC
MISC. DESIGN (Circle Wave Logo)	2/1/2010 1/4/2011	77/925,143 3,899,033	Bay Club Holdings III, LLC
MISC. DESIGN (Tree Logo)	10/24/2012 11/26/2013	85/762,753 4,438,715	Bay Club Holdings III, LLC
PACIFIC ATHLETIC CLUB	7/11/2011 9/4/2012	85/368,275 4,200,980	Bay Club Holdings III, LLC
PACIFIC ATHLETIC CLUB	1/22/1998 8/7/2001	75/425,069 2,474,732	Bay Club Holdings III, LLC
PACIFIC SPORTS RESORT	10/24/2012 8/26/2014	85/762,822 4,591,027	Bay Club Holdings III, LLC
WESTERN ATHLETIC CLUBS	10/24/2012 11/26/2013	85/762,701 4,438,714	Bay Club Holdings III, LLC