

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Grant of Security Interest
<b>SEQUENCE:</b>	4

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bay Club Holdings III, LLC		09/05/2018	Limited Liability Company: DELAWARE
BAY CLUB LOS ANGELES HOLDINGS, INC.		09/05/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as collateral agent
<b>Street Address:</b>	1300 Thames Street, Thames Street Wharf
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>Entity Type:</b>	Corporation: NEW YORK

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4572510	77 SEVENTY-SEVEN
Registration Number:	4442475	BAY CLUB
Registration Number:	4686964	BAY CLUB
Registration Number:	5428615	BAY CLUBS
Registration Number:	4930012	BREAKAWAY PERFORMANCE
Registration Number:	4690936	CONNECT
Registration Number:	4690950	CONNECT BUSINESS + LEARNING + LIFESTYLE
Registration Number:	4200864	DECATHLON CLUB
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
Registration Number:	4486547	ULTIMATE CROSS TRAINING
Registration Number:	4527918	ULTIMATE CROSS TRAINING S
Serial Number:	86149484	THE BAY CLUB COMPANY

OP \$415.00 4572510

TRADEMARK

**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.***Phone:** 202-370-4750**Email:** ipteam@coagencyglobal.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 TM 2L**NAME OF SUBMITTER:** Annette Vera**SIGNATURE:** /Annette Vera/**DATE SIGNED:** 09/05/2018**Total Attachments: 7**

source=4. Second Lien Trademark Cover Sheet#page3.tif

source=4. Second Lien Trademark Cover Sheet#page4.tif

source=4. Second Lien Trademark Cover Sheet#page5.tif

source=4. Second Lien Trademark Cover Sheet#page6.tif

source=4. Second Lien Trademark Cover Sheet#page7.tif

source=4. Second Lien Trademark Cover Sheet#page8.tif

source=4. Second Lien Trademark Cover Sheet#page9.tif

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreement), including liens and security interests granted to Morgan Stanley Senior Funding, Inc., as administrative agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of September 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time), among Holdings (as defined below), the Borrower (as defined below), the lenders from time to time parties thereto and Morgan Stanley Senior Funding, Inc., as administrative agent, collateral agent, swingline lender and letter of credit issuer, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern. Notwithstanding anything herein to the contrary, prior to the Discharge of Senior Obligations described in the Second Lien Intercreditor Agreement, the requirements of this Agreement to deliver Collateral and any certificates, instruments or documents in relation thereto to the Collateral Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to the Designated Senior Representative (as defined in the Second Lien Intercreditor Agreement), as agent and bailee for the benefit of the Collateral Agent pursuant to the terms of the Second Lien Intercreditor Agreement.

#### SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 5, 2018, is made by Bay Club Holdings III, LLC, a Delaware limited liability company, and Bay Club Los Angeles Holdings, Inc., a Delaware Corporation (each, a "Grantor" and, collectively, the "Grantors"), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of September 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bulldog Guarantor Inc., a Delaware corporation ("Holdings"), Bulldog Purchaser Inc., a Delaware corporation (the "Borrower"), the several lenders from time to time parties thereto (each, a "Lender" and, collectively, the "Lenders") and Morgan Stanley Senior Funding, Inc., as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

#### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of September 5, 2018 in favor of the Collateral Agent (together with all

amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective loans under the Credit Agreement, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, in, to and under those items listed on Schedule A hereto, the goodwill associated with such Trademarks and all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement or other impairment of such Trademarks), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Collateral Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Bay Club Holdings III, LLC,  
as a Grantor

By: 

Name: Matthew J. Stevens  
Title: President, Chief Executive Officer  
and Assistant Secretary

Bay Club Los Angeles Holdings, Inc.,  
as a Grantor

By: 

Name: Matthew J. Stevens  
Title: President, Chief Executive Officer  
and Assistant Secretary

Morgan Stanley Senior Funding, Inc., as the  
Collateral Agent

By: *[Signature]*  
Name: *Brandon MacGill*  
Title: *Authorized Signatory*

*[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]*

[[3868165]]

**TRADEMARK**  
**REEL: 006430 FRAME: 0007**

## SCHEDULE A

### Trademark Registrations and Applications

Owner	Trademark	Filing Date/ Registration Date	Status	Application/ Registration No.
Bay Club Holdings III, LLC	77 SEVENTY SEVEN (& Design)	2/6/2014 7/22/2014	Registered	86/185,980 4572510
Bay Club Holdings III, LLC	BAY CLUB	10/15/2012 12/3/2013	Registered	85/754,548 4442475
Bay Club Holdings III, LLC	BAY CLUB (& Design)	12/20/2013 2/17/2015	Registered	86/149,575 4686964
Bay Club Holdings III, LLC	BAY CLUBS	12/20/2013 03/20/2018	Registered	86/149,317 5428615
Bay Club Holdings III, LLC	BREAKAWAY PERFORMANCE	12/21/2013 4/5/2016	Registered	86/150,367 4930012
Bay Club Holdings III, LLC	CONNECT	1/27/2014 2/24/2015	Registered	86/176,544 4690936
Bay Club Holdings III, LLC	CONNECT BUSINESS + LEARNING + LIFESTYLE (& Design)	1/31/2014 2/24/2015	Registered	86/181,559 4690950
Bay Club Holdings III, LLC	DECATHLON CLUB	6/21/2011 9/4/2012	Registered	85/351,725 4200864
Bay Club Holdings III, LLC	MISC. DESIGN (Tree Logo)	10/24/2012 11/26/2013	Registered	85/762,753 4438715



Owner	Trademark	Filing Date/ Registration Date	Status	Application/ Registration No.
Bay Club Holdings III, LLC	PACIFIC ATHLETIC CLUB	7/11/2011 9/4/2012	Registered	85/368,275 4200980
Bay Club Holdings III, LLC	PACIFIC ATHLETIC CLUB	1/22/1998 8/7/2001	Registered	75/425,069 2474732
Bay Club Holdings III, LLC	PACIFIC SPORTS RESORT	10/24/2012 8/26/2014	Registered	85/762,822 4591027
Bay Club Holdings III, LLC	THE BAY CLUB COMPANY	12/20/2013	Allowed	86/149,484
Bay Club Holdings III, LLC	WESTERN ATHLETIC CLUBS	10/24/2012 11/26/2013	Registered	85/762,701 4438714
Bay Club Los Angeles Holdings, Inc.	ULTIMATE CROSS TRAINING	2/21/2013 2/18/2014	Registered supplemental register	85856126 4486547
Bay Club Los Angeles Holdings, Inc.	ULTIMATE CROSS TRAINING S (& Design)	2/21/2013 5/13/2014	Registered	85856451 4527918

Schedule A-2