

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490104

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alcentra Capital Corporation		09/11/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	WELLBIZ BRANDS, INC.
Street Address:	9780 Meridian Blvd, Suite 400
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Corporation: DELAWARE
Name:	FITNESS TOGETHER FRANCHISE, LLC
Street Address:	9780 Meridian Blvd, Suite 400
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Limited Liability Company: DELAWARE
Name:	ELEMENTS THERAPEUTIC MASSAGE, LLC
Street Address:	9780 Meridian Blvd, Suite 400
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2373930	FITNESS TOGETHER
Registration Number:	2478909	1 CLIENT 1 TRAINER 1 GOAL
Registration Number:	3760855	FT FITNESS TOGETHER
Registration Number:	3760865	
Registration Number:	3761266	ELEMENTS THERAPEUTIC MASSAGE
Registration Number:	3761267	FT FITNESS TOGETHER 1 CLIENT 1 TRAINER 1
Registration Number:	3804781	NUTRITION TOGETHER

OP \$465.00 2373930

Property Type	Number	Word Mark
Registration Number:	3144204	ELEMENTS SPA AND SHOP
Serial Number:	78814699	EGASSAM MASSAGE THERAPY "REVERSE YOUR ST
Serial Number:	78893724	ELEMENTS THERAPEUTIC MASSAGE
Registration Number:	3407418	ELEMENTS THERAPEUTIC MASSAGE
Registration Number:	4146178	PACK
Registration Number:	4539460	THE ELEMENTS WAY
Serial Number:	85896305	MASSAGE MADNESS
Serial Number:	85896329	MUSCLE MADNESS
Registration Number:	4570014	ELEMENTS MASSAGE
Registration Number:	4622402	
Registration Number:	4529527	LET YOURSELF GO

CORRESPONDENCE DATA

Fax Number:

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: 3032231100

Email: cmerriam@bhfs.com

Correspondent Name: Cassidy A. Merriam

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	010055.0089
NAME OF SUBMITTER:	Cassidy A. Merriam
SIGNATURE:	/CAM/
DATE SIGNED:	09/14/2018

Total Attachments: 4

source=Release of Intellectual Property Security Interests - Alcentra Group Holdings Inc -WellBiz#page1.tif

source=Release of Intellectual Property Security Interests - Alcentra Group Holdings Inc -WellBiz#page2.tif

source=Release of Intellectual Property Security Interests - Alcentra Group Holdings Inc -WellBiz#page3.tif

source=Release of Intellectual Property Security Interests - Alcentra Group Holdings Inc -WellBiz#page4.tif

RELEASE OF TRADEMARK SECURITY INTERESTS

WHEREAS, in a Security Agreement executed October 23, 2013 and recorded with the USPTO on October 24, 2013 under Reel/Frame: 5138/0746 (the "Security Agreement"), the following parties: WELLBIZ BRANDS, INC., a Delaware corporation ("WellBiz"), FITNESS TOGETHER FRANCHISE, LLC, a Delaware limited liability company ("FTF"), as successor in interest to Fitness Together Franchise Corporation, an Arizona corporation, FTHC OPERATING COMPANY, an Arizona corporation ("FTHC"), and ELEMENTS THERAPEUTIC MASSAGE, LLC, a Delaware limited liability company ("ETM"), as successor in interest to Elements Therapeutic Massage, Inc., a Delaware corporation (each of WellBiz, FTF, FTHC, and ETM may be referred to hereafter as a "Trademark Holder") granted BNY Alcentra Group Holdings, Inc. ("Original Collateral Agent") with a security interest in certain trademark rights.

WHEREAS, Original Collateral Agent subsequently assigned its security interest to Alcentra Capital Corporation pursuant to a Trademark Security Interest Assignment Agreement (the "Assignment") executed on May 20, 2014 and recorded with the USPTO on May 29, 2014 under Reel/Frame: 5290/0851, and therefore, Alcentra Capital Corporation assumed the role of "Collateral Agent"; and


WHEREAS, the Collateral Agent wishes to release and reassign any and all right, title, and interest in the collateral covered by the Security Agreement and Assignment, including, but not limited to the trademarks listed in Schedule A (collectively, the "Intellectual Property Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

- 1) Intellectual Property Collateral includes, without limitation, all of the undersigned's right, title, and interest of every kind and nature as of the date hereof in any and all of Trademark Holders':
 - a. registered or unregistered trademarks, service marks, trade and brand names, logos, trade dress, design rights, and other comparable designations of source, sponsorship, association, or origin, including, but not limited to the trademark registrations and applications listed in Schedule A hereto, along with the goodwill associated with the use thereof and symbolized thereby, and all renewals and extensions thereof;
 - b. licenses and other agreements pursuant to which Trademark Holder is granted, or grants, a license or other right, whether exclusive or non-exclusive, to (i) use or develop the foregoing, (ii) receive royalties, income, or other payments or compensation with respect thereto, or (iii) exercise any other rights with respect thereto, and any and all amounts now or hereafter due or payable with respect to the foregoing; and
 - c. legal or equitable claims or causes of action (including for infringement) with respect to the foregoing, regardless of when the event occurred.
- 2) The Collateral Agent, for itself and its successors, representatives, agents, and assigns, hereby terminates, releases and discharges its security interests in and to the Intellectual Property Collateral, and any other rights or interests it may have with respect thereto, and reassigns to Trademark Holder any and all such rights and interests.

IN WITNESS WHEREOF, the Collateral Agent has caused this release to be duly executed and delivered by its officer thereunto duly authorized.

ALCENTRA CAPITAL CORPORATION

By:  _____

Name: Branko Krmpotic

Title: Managing Director

Date: 9/11/2018

SCHEDULE A: Trademark Registrations and Applications

	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>
1	USA	FITNESS TOGETHER	2373930	FTF
2	USA	1 CLIENT 1 TRAINER 1 GOAL	2478909	FTF
3	USA	FT FITNESS TOGETHER	3760855	FTF
4	USA	 (Design Only)	3760865	ETM
5	USA	ELEMENTS THERAPEUTIC MASSAGE	3761266	ETM
6	USA	FT FITNESS TOGETHER 1 CLIENT 1 TRAINER 1 GOAL	3761267	FTF
7	USA	NUTRITION TOGETHER	3804781	FTF
8	USA	ELEMENTS SPA AND SHOP	3144204	ETM
9	USA	EGASSAM MASSAGE THERAPY "REVERSE YOUR STRESS"	Abandoned App. No. 78814699	FTF
10	USA	ELEMENTS THERAPEUTIC MASSAGE	Abandoned App. No. 78893724	ETM
11	USA	ELEMENTS THERAPEUTIC MASSAGE	3407418	ETM
12	USA	PACK	4146178	FTF
13	USA	THE ELEMENTS WAY	4539460	ETM
14	USA	MASSAGE MADNESS	Abandoned App. No. 85896305	ETM
15	USA	MUSCLE MADNESS	Abandoned App. No. 85896329	FTF
16	USA	ELEMENTS MASSAGE	4570014	ETM
17	USA	 (Design Only)	4622402	ETM
18	USA	LET YOURSELF GO	4529527	ETM
19	Canada	THE ELEMENTS WAY	CA Reg. No. TMA926372	ETM

20	Canada	ELEMENTS MASSAGE	CA Reg. No. TMA926371	ETM
21	Canada	 (Design Only)	CA Reg. No. TMA926370	ETM
22	Canada	ELEMENTS THERAPEUTIC MASSAGE	CA Reg. No. TMA952835	ETM
23	Canada	1 CLIENT 1 TRAINER 1 GOAL	CA Reg. No. TMA679759	FTFC
24	Brazil	FITNESS TOGETHER	BR Reg. No. 901669830	FTFC