

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital, LP, as successor administrative agent to General Electric Capital Corporation, as prior administrative agent		12/07/2018	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	In-Shape Health Clubs, LLC		
<b>Street Address:</b>	c/o Fremont Private Holdings, LLC, 444 Madison Avenue		
<b>Internal Address:</b>	31st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4429788	LIVE IN-SHAPE	
<b>Registration Number:</b>	4419875	IS IN-SHAPE FIT	
<b>Registration Number:</b>	4408589	IS IN-SHAPE FIT	
<b>Registration Number:</b>	4377902	29-MINUTE CIRCUIT	
<b>Registration Number:</b>	4142446	LIVE THE LIFE YOU WANT...GET IN SHAPE!	
<b>Registration Number:</b>	4032957	FITSTART	
<b>Registration Number:</b>	3566972	IN-SHAPE SPORT	
<b>Registration Number:</b>	3566971	IN-SHAPE SPORTS CLUB	
<b>Registration Number:</b>	3566964	IN-SHAPE FITNESS	
<b>Registration Number:</b>	2142636	IS	
<b>Registration Number:</b>	2105607	IN SHAPE	
<b>Registration Number:</b>	1814118	IN SHAPE CITY	
<b>Serial Number:</b>	85710507	9-MINUTE CORE CIRCUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		

OP \$340.00 4429788

TRADEMARK

**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:** 919-286-8000  
**Email:** PTO\_TMconfirmation@mvalaw.com,  
maryelizabethzaldivar@mvalaw.com  
**Correspondent Name:** MOORE & VAN ALLEN PLLC  
**Address Line 1:** P.O. BOX 13706  
**Address Line 4:** RESEARCH TRIANGLE PK, NORTH CAROLINA 27709

<b>ATTORNEY DOCKET NUMBER:</b>	327000.027900
<b>NAME OF SUBMITTER:</b>	John Slaughter
<b>SIGNATURE:</b>	/john slaughter/
<b>DATE SIGNED:</b>	12/07/2018

**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 December 7, 2018 (“Release”), is made by Antares Capital, LP, a Delaware limited partnership, as successor administrative agent (“Successor Agent”) to General Electric Capital Corporation, a Delaware corporation, as the prior administrative agent (“Prior Agent”), in favor of In-Shape Health Clubs, LLC, a California limited liability company (“Grantor”).

**WHEREAS**, pursuant to that certain Guaranty and Security Agreement dated as of December 28, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Prior Agent, and others party thereto and the Trademark Security Agreement dated as of December 28, 2012 (“Trademark Security Agreement”) by and among the Grantor and Prior Agent, Grantor mortgaged, pledged, and hypothecated to Prior Agent for the benefit of the Secured Parties, and granted to the Prior Agent for the benefit of the Secured Parties, a Lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on January 24, 2013 at Reel 4948 Frame 0501;

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement dated as August 21, 2015 (“Omnibus Agreement”) by and among Prior Agent and Successor Agent and the Assignment of Intellectual Property Agreement Security Agreement dated as of August 21, 2015 (“IP Security Assignment”), Prior Agent assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Security Agreement and Trademark Security Agreement; and

**WHEREAS**, the IP Security Assignment was recorded at the USPTO on August 31, 2015 at Reel 5612 Frame 0392.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Successor Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms**. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement, Trademark Security Agreement, or IP Security Assignment, as applicable.

**SECTION 2. Termination and Release**. Successor Agent, on behalf of the Secured Parties, hereby:

(a) terminates the Trademark Security Agreement and IP Security Assignment;

(b) terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Further Assurances**. Successor Agent, at Grantor’s expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may

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be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Successor Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Successor Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Successor Agent:

Antares Capital, LP, as Successor Agent

By: Ashley G. Medio  
Name: Ashley G. Medio  
Title: Duly Authorized Signatory

Schedule A

In-Shape Health Clubs, LLC  
(California Limited Liability Company)

U.S. Trademarks Subject to Security Interest  
Granted by In-Shape Health Clubs, LLC  
In Favor of General Electric Capital Corporation, as Agent  
Recorded January 24, 2013 at Reel 4948 Frame 0501  
Security Interest Assigned In Favor of Antares Capital, L.P., as Agent  
Recorded August 31, 2015 at Reel 5612 Frame 0392

Trademark Registrations

Mark	Reg. No.	Reg. Date
LIVE IN-SHAPE	4429788	11/05/13
IS IN-SHAPE FIT and Design	4419875	10/15/13
IS IN-SHAPE FIT and Design	4408589	09/24/13
29-MINUTE CIRCUIT	4377902	07/30/13
LIVE THE LIFE YOU WANT...GET IN SHAPE!	4142446	05/15/12
FITSTART	4032957	10/04/11
IN-SHAPE SPORT	3566972	01/27/09
IN-SHAPE SPORTS CLUB	3566971	01/27/09
IN-SHAPE FITNESS	3566964	01/27/09
IS and Design	2142636	03/10/98
IN SHAPE	2105607	10/14/97
IN SHAPE CITY (Stylized)	1814118	12/28/93

Trademark Application

Mark	Appl. No.	Filing Date
9-MINUTE CORE CIRCUIT	85710507	08/22/12