

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504452

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EOS Fitness Brand, LLC		01/04/2019	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC, as Administrative Agent		
<b>Street Address:</b>	150 South Wacker Drive		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4837772	EOS FITNESS	
<b>Registration Number:</b>	5313630	HIGH VALUE. LOW PRICE. (HVLP)	
<b>Registration Number:</b>	4932603	IT'S YOUR BODY. IT'S YOUR LIFE. OWN IT!	
<b>Registration Number:</b>	4964289	BETTER GYM. BETTER PRICE.	
<b>Registration Number:</b>	4931886	UP UNITED PERFORMANCE	
<b>Serial Number:</b>	88115099	EOS FITNESS	
<b>Serial Number:</b>	87951600	BOARD ROOM	
<b>Serial Number:</b>	87951618	BASKETWALL	
<b>Serial Number:</b>	87836297	THE YARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129408776		
<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>			
<b>Phone:</b>	212.940.6562		
<b>Email:</b>	joanne.arnold@kattenlaw.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten Muchin Rosenman LLP		
<b>Address Line 2:</b>	575 Madison Avenue		

CH \$240.00 4837772

**Address Line 4:** New York, NEW YORK 10022-2585

**NAME OF SUBMITTER:** Joanne BL Arnold

**SIGNATURE:** /Joanne BL Arnold/

**DATE SIGNED:** 01/04/2019

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2019, is made by each of the entities listed on the signature pages hereof (the “**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 4, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among EOS FITNESS OPCO HOLDINGS LLC, a Delaware limited liability company (“**Borrower**”), EOS FITNESS INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of January 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower and the other Loan Parties; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the following Collateral of the Grantor (the “**Trademark Collateral**”):

- hereto;
- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1
  - (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that the Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EOS FITNESS BRAND, LLC**

By   
Name: Margaret Houren  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006516 FRAME: 0984**

ACCEPTED AND AGREED  
as of the date first above written:

GOLUB CAPITAL MARKETS LLC,  
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 006516 FRAME: 0985**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Date of Application	Application Number	Registration Number
EOS Fitness	July 9, 2014	86332765	4837772
HIGH VALUE. LOW PRICE. (HVL P)	January 10, 2017	87296035	5313630
It's Your Body. It's Your Life. OWN IT!	November 10, 2015	86815571	4932603
BETTER GYM. BETTER PRICE.	October 5, 2015	86778180	4964289
UP UNITED PERFORMANCE	August 14, 2015	86725895	4931886

2. TRADEMARK APPLICATIONS

Mark	Date of Application	Application Number	Registration Number
EOS FITNESS	September 13, 2018	88115099	N/A
BOARDROOM	June 6, 2018	87951600	N/A
BASKETWALL	June 6, 2018	87951618	N/A
THE YARD	March 15, 2018	87836297	N/A