

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stellus Capital Investment Corporation, as Administrative Agent		01/04/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	EOS Fitness Brand, LLC		
Street Address:	126 East 56th Street		
Internal Address:	29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4837772	EOS FITNESS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	036760.000078		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	01/07/2019		
Total Attachments: 3			

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 4, 2019 (“Release”), is made by Stellus Capital Investment Corporation, as Administrative Agent (“Administrative Agent”) in favor of EOS Fitness Brand, LLC, a Nevada limited liability company (“Obligor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of December 30, 2014 (as amended, restated, supplemented, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in any and all right, title and interest of Obligor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on December 30, 2014 at Reel 5432 Frame 0252 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in any and all right, title and interest of Obligor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Obligor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative 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.

Administrative Agent:

Stellus Capital Investment Corporation, as Administrative Agent

By: *Robert T. Ladd*

Name:

Robert T. Ladd

Title:

Authorized Signatory

Schedule A

**EOS Fitness Brand, LLC
(Nevada Limited Liability Company)**

**U.S. Trademark Subject to Security Interest
Granted by EOS Fitness Brand, LLC
In Favor of Stellus Capital Investment Corporation, as Administrative Agent
Recorded December 30, 2014 at Reel 5432 Frame 0252**

Trademark Registration

Mark	Reg. No.	Reg. Date
EOS FITNESS	4837772	10/20/15