

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titan Fitness, LLC		02/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4647934	FITNESS CONNECTION	
Registration Number:	4647986	FITNESS CONNECTION	
Registration Number:	5621473	FITNESS CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-319		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	02/01/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of February 1, 2019, is between Titan Fitness, LLC, a Delaware limited liability company (the “Grantor”), and GOLUB CAPITAL LLC, as Administrative Agent (in such capacity, the “Grantee”), for the benefit of itself, all financial institutions that from time to time become lenders (the “Lenders”) under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

R E C I T A L S

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with RC Titan Debt Merger Sub LLC, a Delaware limited liability company (the “Initial Borrower”), from and after giving effect to the consummation of the First Merger as successor in interest to Initial Borrower, Grantor as the Borrower, the other Loan Parties from time to time party thereto, the Lenders and the Grantee providing for extensions of credit and other financial accommodations to be made to the Borrower by Lenders;

WHEREAS, Grantor has entered into that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantor in, to and under Grantor’s Trademarks (other than Trademarks that constitute Excluded Property (as defined in the Security Agreement)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. *Grant of Security Interest.* As collateral security for the payment of the Obligations, Grantor pursuant to the Security Agreement hereby grants to Grantee, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto; and
- (2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding the foregoing, no security interest shall be granted under this Trademark Security Agreement and the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement), including any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted).

SECTION 2. *Recordation.* The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Trademark Collateral.

SECTION 3. *Security Agreement.* The grant of a security interest in the Trademark Collateral pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall control.

Upon the Termination Date, at Grantor's sole cost and expense, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form and in form and substance reasonably acceptable to Grantor releasing the security interest in the Trademark Collateral under this Trademark Security Agreement, and the security interest in and to Grantor's right, title and interest in, to and under the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to the Grantor.

SECTION 4. *Counterparts.* This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. *Governing Law.* This Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York.

[Signature Pages Follow]

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

TITAN FITNESS, LLC

By: _____

Name: AJ Mushtaq

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006547 FRAME: 0288

Acknowledged:

GOLUB CAPITAL LLC,
as Administrative Agent



By: 

Name: Marc C. Robinson

Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Reg. Date	Status	Current Owner of Record
FITNESS CONNECTION (Stylized) 	USA	86117698 13-NOV-2013	4647934 02-DEC-2014	Registered	Titan Fitness, LLC
FITNESS CONNECTION (Stylized) 	USA	86134791 04-DEC-2013	4647986 02-DEC-2014	Registered	Titan Fitness, LLC
FITNESS CONNECTION	USA	87870433 10-APR-2018	5621473 04-DEC-2018	Registered	Titan Fitness, LLC

TRADEMARK APPLICATIONS

None.