

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		12/17/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fitness Anywhere LLC		
Street Address:	1660 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86283280	EFT	
Serial Number:	86283287	EXPEDITIONARY FUNCTIONAL TRAINING	
Serial Number:	86299226	FUNCTIONAL TRAINING LOCKER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	avilleneuve@duanemorris.com		
Correspondent Name:	Alain Villeneuve		
Address Line 1:	190 South Lasalle		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Alain Villeneuve		
SIGNATURE:	/Alain Villeneuve/		
DATE SIGNED:	12/17/2018		
Total Attachments: 6			
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February 13, 2017

Via Facsimile

FITNESS ANYWHERE LLC
FITNESS ANYWHERE INTERNATIONAL, LLC
(jointly and severally, "Company")
1660 Pacific Avenue
San Francisco, CA 94111

Re: Request of Company for payoff of Credit Agreement dated February 13, 2014 (as amended, the "Credit Agreement")

Gentlemen and Ladies:

You have requested that Wells Fargo Bank, National Association ("Wells Fargo"), accept payment in full of all obligations of Company under the Credit Agreement that are due and payable as of February 13, 2017 (the "Payoff Date"), and terminate each credit facility extended to Company thereunder as well as Wells Fargo's security interests in Company's Collateral (the "Security Interest"). Capitalized terms not otherwise defined in this letter shall have the meaning set forth in the Credit Agreement.

CONDITIONS TO TERMINATION OF CREDIT AGREEMENT AND SECURITY INTEREST

In order to meet your request, Wells Fargo must receive the following no later than the Payoff Date, delivery of the following:

- (i) immediately available funds in the amount set forth on Exhibit A hereto (the "Payoff Amount"), representing all unpaid principal, interest, fees, costs and expenses under the Credit Agreement, as fully set forth on attached Exhibit A;
- (ii) the LC Cash Collateral (as defined below);
- (iii) a fully executed counterpart to this letter.

TERMINATION OF CREDIT AGREEMENT AND SECURITY INTEREST

Upon receipt of the foregoing,

1. Wells Fargo shall release, terminate and satisfy its Security Interest in the Collateral, and execute and deliver such releases, termination statements or directions to terminate as Company may reasonably request, which must be prepared and filed by Company at Company's sole cost and expense.

2. Company is authorized by Wells Fargo to file UCC termination statements to terminate Wells Fargo's Security Interest in Company's personal property Collateral, other than Wells Fargo's Security Interest in the LC Cash Collateral, which shall continue as provided under the terms of this letter.

3. The Credit Agreement, the Loan Documents, and each credit facility extended by Wells Fargo thereunder shall be terminated and the obligations of each party thereunder shall cease to be of any further force or effect; provided, however, that all provisions of the Credit Agreement and the other Loan Documents which by their terms survive termination of the Credit Agreement and the Loan Documents, including, without limitation, the Company's obligation to repay all obligations under the Credit Agreement and Company's obligation to pay Wells Fargo's continuing costs and expenses and to indemnify and hold Wells Fargo harmless, shall survive and not be deemed terminated, but shall remain in full force and effect.

PAYMENT OF PAYOFF AMOUNTS AND ADJUSTMENTS

The Payoff Amount should be sent as follows:

Wells Fargo Bank, National Association
ABA 121-000-248
Account No. 4124923723
For Wells Fargo Business Credit
for further credit to Fitness Anywhere LLC

In the event that Wells Fargo does not receive the Payoff Amount in immediately available funds no later than the Payoff Date, an additional per diem charge of \$74.37 shall be added to the Payoff Amount. The Payoff Amount is subject to adjustment in the event that any checks, instruments, and payment orders deposited to any of Company's accounts are returned for insufficient funds or have not been processed or because of errors in computation or other clerical or computer errors, or for any other reason.

If, by reason of adjustments made no more than sixty (60) days after the Payoff Date, additional amounts are found to be due and owing to Wells Fargo, you agree to promptly reimburse Wells Fargo for such additional indebtedness. Our demand for such payment shall be conclusive upon you. **This letter shall be effective from the Payoff Date through and including February 15, 2017, after which date it shall be null and void.**

CONTINUATION OF DEPOSIT ACCOUNTS AND TREASURY MANAGEMENT PRODUCTS

Notwithstanding anything to the contrary in this letter, Company has requested, and Wells Fargo hereby agrees, that Wells Fargo will continue to offer Company, on an interim basis only, depository account services ("Deposit Accounts") and treasury management products ("Treasury Management Products") pursuant to the terms of the Commercial Account Agreement and Master Agreement for Treasury Management Services and any other agreements for banking services that are currently in existence between Wells Fargo and Company.

Company agrees to close the Deposit Accounts and terminate its Treasury Management Products with Wells Fargo within 60 days after the date of this letter; provided, however, that Wells Fargo reserves the right to close the Deposit Accounts and terminate all Treasury Management Products at any time in its discretion in accordance with its normal policies and procedures.

Company further agrees that Wells Fargo has no obligation to consider requests for overdraft advances with respect to the Deposit Accounts, and that checks, instruments, and payment orders drawn thereon will be honored only to the extent that sufficient available funds are deposited therein at the time that any such checks, instruments, and payment orders are presented for payment. In addition to and not in limitation of any and all rights of offset that Wells Fargo may have under applicable law, Wells Fargo has a security interest in all Deposits Accounts that Company maintains with Wells Fargo and any monies or cash in Wells Fargo's possession, and may apply same to the payment of all indebtedness, as well as any unpaid fees, costs or expenses owing by Company to Wells Fargo.

Notwithstanding anything to the contrary in this letter, Wells Fargo also reserves all of its rights with respect to any checks, instruments, and payment orders received by it in connection with the Deposit Accounts. Company acknowledges and agrees that Wells Fargo may not have yet received full and final credit for all checks, instruments, and payment orders deposited by us for collection, which may nevertheless have been credited to Company in the computation of the Payoff Amount. Company agrees to promptly indemnify and hold Wells Fargo harmless for and from any losses arising from Wells Fargo's failure or inability to collect the full face amount of any such checks, instruments, and payment orders payable to Company, including without limitation, all usual bank charges and direct costs and expenses relating to same which have been credited to any of Company's credit facilities under the Credit Agreement or to its deposit accounts.

CONTINUATION OF LETTER OF CREDIT

Company has advised Wells Fargo that it wishes to continue to maintain in effect letter of credit number 1S03254650 issued by Wells Fargo in favor of United States Leasing, Inc. (the "Letter of Credit"), pursuant to the terms of the Credit Agreement and any Letter of Credit Agreement entered into between Wells Fargo and Company. In order to secure Company's obligation to reimburse Wells Fargo for any draw under the Letter of Credit and for any fees, costs and expenses associated with the Letter of Credit, Company shall deliver to Wells Fargo cash collateral in the amount of \$48,809.20 (the "LC Cash Collateral"), which amount shall be deposited to a non interest bearing blocked account maintained with Wells Fargo into which Company hereby grants Wells Fargo a security interest, together with all amounts deposited

thereto, which LC Cash Collateral shall be returned to Company no earlier than twenty-one (21) days after the return or expiration of the Letter of Credit.

Company's reimbursement obligation under the Letter of Credit Agreements and under this letter shall be absolute and unconditional under all circumstances, regardless of any rights of setoff, counterclaim or defense to payment that Company may claim against Wells Fargo, against the beneficiary of the drawn Letter of Credit, or against any other Person, including without limitation, any defense based on any failure of Company to receive consideration or the legality, validity, regularity or unenforceability of the Letter of Credit. Wells Fargo shall be under no obligation to renew the Letter of Credit beyond its current expiration date. In consideration of the issuance and continued maintenance of the Letter of Credit, Company promises to pay Wells Fargo promptly upon billing, all normal and customary bank charges associated with the issuance, amendment, renewal, transfer or termination of the Letter of Credit as agreed to under the terms of the Letter of Credit Agreements.

It is understood and agreed that our cancellation and termination of the Credit Agreement, and the Security Interest of Wells Fargo in the Collateral of Company, is being undertaken in consideration of and in reliance upon the agreement of Company to indemnify Wells Fargo as provided in this letter. After satisfaction of all of Company's obligations to Wells Fargo, we shall remit to you any proceeds or items that we subsequently receive in connection with Company's Collateral, but we shall be under no obligation to further pursue any collection and/or exercise any remedies respecting any such collateral, other than delivering it to you, endorsed or assigned, as necessary, without recourse to Wells Fargo.

This letter may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by facsimile will also bind the parties to this letter.

Very truly yours,

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By:

Name:

Title: Authorized Signatory

ACKNOWLEDGED AND AGREED TO:

FITNESS ANYWHERE LLC

By: [Signature]
Name: ANIL SHETTY
Title: CEO

FITNESS ANYWHERE INTERNATIONAL, LLC

By: [Signature]
Name: RANDY
Title: PRESIDENT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Robin Dunn 310-471-3000	
B. E-MAIL CONTACT AT FILER (optional) rdunn@lsl-la.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Levy, Small & Lallas 815 Moraga Drive Los Angeles, CA 90049	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20140192682 01/15/2014

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
WELLS FARGO BANK, NATIONAL ASSOCIATION

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
Filed w/ DE-SOS; Debtor: FITNESS ANYWHERE LLC **F#413411**
A#922168