

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513489

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	9

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OTF IP HOLDER, LLC		03/04/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4746897	BASE PUSH ALL OUT
Registration Number:	4233649	
Registration Number:	4455135	
Registration Number:	4536361	DRI TRI
Registration Number:	5033221	KEEP BURNING
Registration Number:	5617047	MORE LIFE
Registration Number:	4091462	ORANGE THEORY
Registration Number:	4037579	ORANGETHEORY
Registration Number:	4746587	ORANGETHEORY
Registration Number:	5145461	ORANGETHEORY FITNESS
Registration Number:	4834844	OT BEAT
Registration Number:	5387958	OTBEAT
Registration Number:	4233643	OTF

CORRESPONDENCE DATA

Fax Number:

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.

CH \$340.00 4746897

Email: mseiss@paulweiss.com, lfranco@paulweiss.com,
cadinolfi@paulweiss.com

Correspondent Name: Marisa Seiss

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17514-058
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NAME OF SUBMITTER:	Marisa Seiss
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SIGNATURE:	/Marisa Seiss/
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DATE SIGNED:	03/08/2019
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Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of March 4, 2019, by OTF IP HOLDER, LLC, a Delaware limited liability company, located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, New York 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of March 4, 2019, by and among Grantor and the other Grantors in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. Section 1051(a) or examined and accepted by the USPTO, *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of March 4, 2019, by and between OTF Funding, LLC, a Delaware limited liability company, as Issuer, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

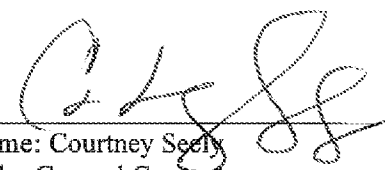
2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. **THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

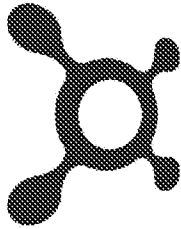



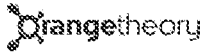
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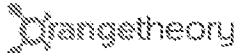
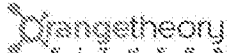


IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

OTF IP HOLDER, LLC, as Grantor

By: 
Name: Courtney Seely
Title: General Counsel

**Schedule 1
Trademarks**

Mark	App. No. / App. Date	Reg. No./ Reg. Date	Status
BASE PUSH ALL OUT BASE PUSH ALL OUT	86/389,244 09-SEP-2014	4,746,897 02-JUN-2015	Registered
<i>Design Only</i> 	85/576,601 22-MAR-2012	4,233,649 30-OCT-2012	Registered
<i>Design Only</i> 	85/980,641 22-MAR-2012	4,455,135 24-DEC-2013	Registered
DRI TRI 	86/019,455 25-JUL-2013	4,536,361 27-MAY-2014	Registered
KEEP BURNING KEEP BURNING	86/811,115 05-NOV-2015	5,033,221 30-AUG-2016	Registered
MORE LIFE 	87/879,764 17-APR-2018	5,617,047 27-NOV-2018	Registered
ORANGE THEORY ORANGE THEORY	77/864,350 03-NOV-2009	4,091,462 24-JAN-2012	Registered
ORANGETHEORY 	85/176,006 12-NOV-2010	4,037,579 11-OCT-2011	Registered

Mark	App. No. / App. Date	Reg. No./ Reg. Date	Status
ORANGETHEORY 	86/327,007 02-JUL-2014	4,746,587 02-JUN-2015	Registered
ORANGETHEORY FITNESS 	87/079,129 21-JUN-2016	5,145,461 21-FEB-2017	Registered
OT BEAT 	86/389,241 09-SEP-2014	4,834,844 20-OCT-2015	Registered
OTBEAT 	87/243,424 21-NOV-2016	5,387,958 23-JAN-2018	Registered
OTF OTF	85/576,528 22-MAR-2012	4,233,643 30-OCT-2012	Registered