

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Back-Up Security Interest in Trademarks		
SEQUENCE:	6		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTF Funding Holdco, LLC		03/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OTF Funding, LLC		
Street Address:	6000 Broken Sound Parkway NW		
Internal Address:	Suite 200		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Limited Liability Company: DELAWARE		
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:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$340.00 4746897

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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
NAME OF SUBMITTER:	Marisa Seiss
SIGNATURE:	/Marisa Seiss/
DATE SIGNED:	03/08/2019

Total Attachments: 5

source=06 - OTF - Second-Tier Notice of Grant of Back-Up Security Interest in Trademarks (Executed)#page1.tif
source=06 - OTF - Second-Tier Notice of Grant of Back-Up Security Interest in Trademarks (Executed)#page2.tif
source=06 - OTF - Second-Tier Notice of Grant of Back-Up Security Interest in Trademarks (Executed)#page3.tif
source=06 - OTF - Second-Tier Notice of Grant of Back-Up Security Interest in Trademarks (Executed)#page4.tif
source=06 - OTF - Second-Tier Notice of Grant of Back-Up Security Interest in Trademarks (Executed)#page5.tif

NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of March 4, 2019, by OTF Funding Holdco, LLC, a Delaware limited liability company located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487, (“Grantor”), in favor of OTF Funding, LLC, a Delaware limited liability company located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487 (“Secured Party”) (collectively referred to as the “Parties”).

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

WHEREAS, pursuant to the Second-Tier Contribution Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds of the foregoing, 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 of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

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 Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets; *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 USC Section 1051(b)

prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. 1051(a) or examined and accepted by the USPTO, unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party'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 for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party 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 Agreement and shall terminate automatically upon the termination of the Agreement.

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


4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

OTF FUNDING HOLDCO, LLC


By: _____


Name: Courtney Seely

Title: General Counsel

OTF FUNDING, LLC

By: _____

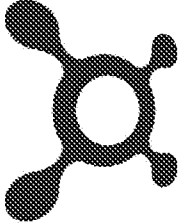



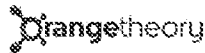

Name: Courtney Seely

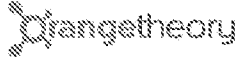
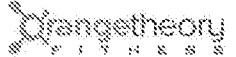


Title: General Counsel

[Signature Page to Notice of Grant of Back-up Security Interest in Trademarks (Second-Tier)]

TRADEMARK
REEL: 006585 FRAME: 0933

**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