

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
You Fit, LLC		04/16/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington St.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	87000693	YOUFIT THE BEST GYM ON THE PLANET.	
Serial Number:	86705441	DON'T WORRY. GYM HAPPY	
Serial Number:	86560441	DON'T WORRY. GYM HAPPY.	
Serial Number:	86020979	THAT'S MY FIT	
Serial Number:	85165749	GREEN IS COOL	
Serial Number:	85982017	GREEN IS COOL	
Serial Number:	77309283	YF YOUFIT HEALTH CLUBS	
Serial Number:	77793216	FIT BEGINS WITH YOU.	
Serial Number:	77927171	GREEN IS OUR COLOR	
Serial Number:	77793086	IT'S WHERE YOU FIT IN	
Serial Number:	85221974	LIME CARD	
Serial Number:	85005249	YOUFIT	
Serial Number:	85413462	YOUFIT HEALTH CLUBS	
Serial Number:	85510700	YOUCOACH	
Serial Number:	85524876	YF YOUCOACH	
Serial Number:	85167762	IT'S COOL TO BE GREEN	
Serial Number:	85275815	YOUFIT, THE RIGHT FIT!	
Serial Number:	85535290	I'M HERE FOR YOU	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	85545538	YOUFUEL
Serial Number:	85232830	GET FIT
Serial Number:	77787860	GET FIT HEALTH CLUBS
Serial Number:	85485237	YF YOUFIT HEALTH CLUBS
Serial Number:	85485957	YF YOUFIT HEALTH CLUBS LIME CARD
Serial Number:	85157622	THE GREENER THE COOLER
Serial Number:	85510765	YOUCOACH
Serial Number:	85700843	I'M HERE FOR YOU
Serial Number:	85763116	
Serial Number:	85590912	YOU POWERED
Serial Number:	85900033	YOUTIME
Serial Number:	85763194	
Serial Number:	86006459	WORK OUT WHERE YOU FIT AT YOUFIT
Serial Number:	86142994	MAKING EVERY SECOND COUNT
Serial Number:	85764850	LIME TIME
Serial Number:	85923490	LIMETIME
Serial Number:	86153080	FLEXIE

CORRESPONDENCE DATA

Fax Number: 4155911400

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.

Email: trademarksSF@winston.com

Correspondent Name: Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111-5840

NAME OF SUBMITTER:	Mary Katherine Kulback
SIGNATURE:	/Mary Katherine Kulback/
DATE SIGNED:	04/23/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **April 16, 2019** (the “**Effective Date**”), by You Fit, LLC, a Florida limited liability company (the “**Grantor**”), in favor of **Cortland Capital Market Services LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 15, 2019 (as it may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable under, or which is protected by United States federal laws, the law of any state thereof or foreign laws; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including Copyright Licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing

or for any injury to goodwill, and (v) all Proceeds of the foregoing, including Trademark Licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

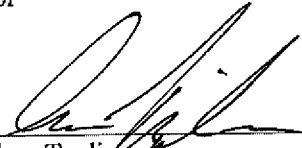
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

YOU FIT, LLC,
as a Grantor

By: 
Name: Adam Taplinger
Title: Vice President


**CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent**




By: 
Name: Emily Ergang Pappas
Title: Associate Counsel




[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
YOUFIT THE BEST GYM ON THE PLANET.	YOU FIT, LLC	US	87000693 14-APR-2016	5090430 29-NOV-2016	
DON'T WORRY. GYM HAPPY	YOU FIT, LLC	US	86705441 27-JUL-2015	4945131 26-APR-2016	
DON'T WORRY. GYM HAPPY.	YOU FIT, LLC	US	86560441 11-MAR-2015	4840677 27-OCT-2015	
THAT'S MY FIT	YOU FIT, LLC	US	86/020979 26-JUL-2013	4491098 03-MAR-2014	
GREEN IS COOL	YOU FIT, LLC	US	85/165749 31-OCT-2010	4667815 06-JAN-2015	
GREEN IS COOL	YOU FIT, LLC	US	85/982017 31-OCT-2010	4676103 20-JAN-2015	
	YOU FIT, LLC	US	77/309283 20-OCT-2007	3683711 15-SEP-2009	
Fit begins with You. FIT BEGINS WITH	YOU FIT, LLC	US	77/793216 30-JUL-2009	3754692 02-MAR-2010	
GREEN IS OUR COLOR	YOU FIT, INC.	US	77/927171 03-FEB-2010	3844778 07-SEP-2010	Assigned from YF Holdings, LLC
IT'S WHERE YOU FIT IN	YOU FIT, LLC	US	77/793086 30-JUL-2009	3951566 26-APR-2011	
LIME CARD	YOU FIT, LLC	US	85/221974 20-JAN-2011	4012126 16-AUG-2011	Assigned from YF Holdings, LLC

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
YOUFIT	YOU FIT, LLC	US	85/005249 02-APR-2010	4116876 27-MAR-2012	Assigned from YF Holdings, LLC
YOUFIT HEALTH CLUBS	YOU FIT, LLC	US	85/413462 01-SEP-2011	4135325 01-MAY-2012	
YOUCOACH	YOU FIT, LLC	US	85/510700 06-JAN-2012	4197751 28-AUG-2012	
 YF YOUCOACH	YOU FIT, LLC	US	85/524876 25-JAN-2012	4198459 28-AUG-2012	
IT'S COOL TO BE GREEN	YOU FIT, LLC	US	85/167762 03-NOV-2010	4199161 28-AUG-2012	
YOUFIT, THE RIGHT FIT!	YOU FIT, LLC	US	85/275815 24-MAR-2011	4212355 25-SEP-2012	
I'M HERE FOR YOU	YOU FIT, LLC	US	85/535290 06-FEB-2012	4215671 25-SEP-2012	
YOUFUEL	YOU FIT, LLC	US	85/545538 17-FEB-2012	4217366 02-OCT-2012	
GET FIT	YOU FIT, LLC	US	85/232830 02-FEB-2011	4220188 09-OCT-2012	
GET FIT HEALTH CLUBS	YOU FIT, LLC	US	77/787860 23-JUL-2009	4250387 27-NOV-2012	
 YF YOUFIT	YOU FIT, LLC	US	85/485237 01-DEC-2011	4284877 05-FEB-2013	
 YOUFIT HEALTH CLUBS LIME CARD	YOU FIT, LLC	US	85/485957 02-DEC-2011	4284879 05-FEB-2013	
THE GREENER THE COOLER	YOU FIT, LLC	US	85/157622 21-OCT-2010	4335255 14-MAY-2013	
YOUCOACH	YOU FIT, LLC	US	85/510765 06-JAN-2012	4380809 06-AUG-2013	
I'M HERE FOR YOU	YOU FIT, LLC	US	85/700843 10-AUG-2012	4394958 03-SEP-2013	

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Issue Date	Comments
	YOU FIT, LLC	US	85/763116 25-OCT-2012	4410003 01-OCT-2013	
YOU POWERED	YOU FIT, LLC	US	85/590912 06-APR-2012	4422634 22-OCT-2013	
YOUTIME	YOU FIT, LLC	US	85/900033 10-APR-2013	4436345 19-NOV-2013	
	YOU FIT, LLC	US	85/763194 25-OCT-2012	4438717 26-NOV-2013	
WORK OUT WHERE YOU FIT AT YOUFIT	YOU FIT, LLC	US	86/006459 10-JUL-2013	4440381 26-NOV-2013	
MAKING EVERY SECOND COUNT	YOU FIT, LLC	US	86/142994 13-DEC-2013	4639829 18-NOV-2014	
 LIME TIME	YOU FIT, LLC	US	85/764850 26-OCT-2012	4317261 09-APR-2013	
LIMETIME	YOU FIT, LLC	US	85/923490 04-MAY-2013	4436576 19-NOV-2013	
FLEXIE	YOU FIT, LLC	US	86/153080 12/27/2013		Abandoned on 11-MAR-2015

U.S Copyrights:

Title	Owner	Reg. No. Reg. Date	Comments
Banish Unfit at Youfit	You Fit, LLC	TX0007456212 9/30/11	