

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		06/27/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Crunch IP Holdings, LLC
Street Address:	22 West 19th Street, 3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4696680	CRUNCH ESSENTIAL
Registration Number:	4629711	CRUNCH LIVE
Registration Number:	4368390	CRUNCH
Registration Number:	4161592	KID'S CRUNCH
Registration Number:	4159816	BOING
Registration Number:	4020116	CRUNCH WEIGH
Registration Number:	3900577	TREAD N' SHED
Registration Number:	3900576	BUFF YOGA
Registration Number:	3900575	STRIP BAR
Registration Number:	3900572	BODYWEB
Registration Number:	3707735	GUNNING
Registration Number:	3642308	NO JUDGMENTS
Registration Number:	3551120	CAMP CRUNCH
Registration Number:	3393050	STILETTO STRENGTH
Registration Number:	3146012	CRUNCH
Registration Number:	1968967	CRUNCH
Registration Number:	1949705	CRUNCH
Registration Number:	1942852	CRUNCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1942705	CRUNCH
Registration Number:	1856269	CRUNCH GEAR
Registration Number:	1815978	CRUNCH GEAR
Registration Number:	1809668	CRUNCH
Serial Number:	85791661	CRUNCH
Serial Number:	85785312	CRUNCH E

CORRESPONDENCE DATA

Fax Number: 2028357586
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.
Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.00018
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/28/2019

Total Attachments: 3
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 27, 2019 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of Crunch IP Holdings, LLC, a Delaware limited liability company (“Obligor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 30, 2014 (as amended, modified, supplemented, increased, extended, restated, renewed, refinanced or replaced from time to time, the “Security Agreement”) by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in and continuing lien upon any and all right, title and interest of Obligor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on July 2, 2014 at Reel 5314 Frame 0587 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

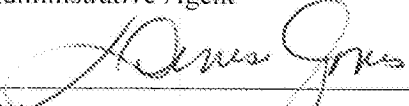
(a) terminates, cancels, discharges, and releases the continuing security interest in and continuing lien upon Obligor’s right, title, and interest in and to all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Obligor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: _____
Title: Denise Jones
Vice President

Schedule A

Crunch IP Holdings, LLC
(Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by Crunch IP Holdings, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded July 2, 2014 at Reel 5314 Frame 0587

Trademark Registrations

Mark	Reg. No.	Reg. Date
CRUNCH ESSENTIAL	4696680	03/03/15
CRUNCH LIVE and Design	4629711	10/28/14
CRUNCH and Design	4368390	07/16/13
KID'S CRUNCH	4161592	06/19/12
BOING	4159816	06/19/12
CRUNCH WEIGH	4020116	08/30/11
TREAD N' SHED	3900577	01/04/11
BUFF YOGA	3900576	01/04/11
STRIP BAR	3900575	01/04/11
BODYWEB	3900572	01/04/11
GUNNING	3707735	11/10/09
NO JUDGMENTS	3642308	06/23/09
CAMP CRUNCH	3551120	12/23/08
STILETTO STRENGTH	3393050	03/04/08
CRUNCH and Design	3146012	09/19/06
CRUNCH and Design	1968967	04/16/96
CRUNCH	1949705	01/16/96
CRUNCH	1942852	12/19/95
CRUNCH and Design	1942705	12/19/95
CRUNCH GEAR	1856269	09/27/94
CRUNCH GEAR	1815978	01/11/94
CRUNCH and Design	1809668	12/07/93

Trademark Applications

Mark	Appl. No.	Filing Date
CRUNCH and Design	85791661	11/30/12
CRUNCH E and Design	85785312	11/21/12