

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
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: 5			
Property Type	Number	Word Mark	
Registration Number:	5139794	THE RIDE ROAD · RHYTHM · REMIXED CRUNCH	
Registration Number:	4979551	CRUNCH SWEAT SCHOOL	
Registration Number:	4751967		
Serial Number:	87366807	THE SWEAT SHED	
Serial Number:	86508703	CRUNCH PERSONAL TRAINING INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			
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/		

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DATE SIGNED:	06/28/2019
Total Attachments: 3 source=Crunch - Trademark Termination 1#page1.tif source=Crunch - Trademark Termination 1#page2.tif source=Crunch - Trademark Termination 1#page3.tif	

**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 April 19, 2017 at Reel 6036 Frame 0665 (“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:

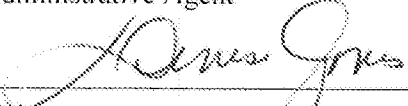
(a) terminates, cancels, discharges, and releases the continuing security interest in and continuing lien upon Obligor’s right, title, and interest in and to all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement 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 April 19, 2017 at Reel 6036 Frame 0665**

Trademark Registrations

Mark	Reg. No.	Reg. Date
THE RIDE ROAD · RHYTHM · REMIXED CRUNCH and Design	5139794	02/14/17
CRUNCH SWEAT SCHOOL and Design	4979551	06/14/16
Design Only	4751967	06/09/15

Trademark Applications

Mark	Appl. No.	Filing Date
THE SWEAT SHED and Design	87366807	03/10/17
CRUNCH PERSONAL TRAINING INSTITUTE	86508703	01/20/15