

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM538362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
SEQUENCE:	14		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPG Specialty Lending, Inc.		08/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Technique Fitness, Inc.		
Street Address:	1515 Wynkoop Street, Suite 250		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4232328	TECHNIQUE FITNESS	
Registration Number:	5410127	CLUB OS	
Registration Number:	4547408	LEADDOLPHIN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1122572 TM REL 46		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	08/27/2019		
Total Attachments: 3			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 23, 2019 (the "Release"), is made by TPG SPECIALTY LENDING, INC., as the Administrative Agent and Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"), in favor of TECHNIQUE FITNESS, INC., a Pennsylvania corporation (the "Grantor").

WITNESSETH

WHEREAS, the Grantor and the Grantee entered into that certain Pledge and Security Agreement, dated as of March 7, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed the (i) Grant of A Security Interest --Trademarks, dated as of January 4, 2018 (the "January 2018 Trademark Security Agreement") and recorded with the U.S. Patent and Trademark Office ("USPTO") on January 5, 2018 at Reel/Frame No. 6244/0397 and (ii) Grant of A Security Interest --Trademarks, dated as of April 16, 2018 (the "April 2018 Trademark Security Agreement" and together with the January 2018 Trademark Security Agreement, the "Trademark Security Agreements") and recorded with the USPTO on April 29, 2018 at Reel/Frame No. 6322/0546, pursuant to which the Grantor granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Collateral (as defined in the Trademark Security Agreements).

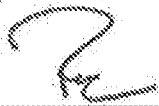
WHEREAS, the Grantor has requested that the Grantee release its security interest in all right, title and interest in, to and under the Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Grantee hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under the Collateral, including the trademark registrations set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Grantee may have obtained in, to and under the Collateral under the Security Agreement and the Trademark Security Agreements.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantee has caused this Release to be duly executed and delivered as of the date first written above.

TPG SPECIALTY LENDING, INC.,
as Grantee

By: 
Name: Robert (Bo) Stanley
Title: President


[Signature Page to Release of Security Interest in Trademarks (Technique Fitness)]

TRADEMARK
REEL: 006730 FRAME: 0301

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications

1. Trademarks recorded on January 5, 2018 at Reel/Frame No. 6244/0397

Mark	Application No. Filing Date	Registration No. Registration Date
TECHNIQUE FITNESS	85378599 22-JUL-2011	4232328 30-OCT-2012
	87236138 14-NOV-2016	5410127 27-FEB-2018

2. Trademarks recorded on April 29, 2018 at Reel/Frame No. 6322/0546

Mark	Application No. Filing Date	Registration No. Registration Date
LEADDOLPHIN	86093399 16-OCT-2013	4547408 10-JUN-2014