

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM548781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barry's Bootcamp Holdings, LLC		11/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	88623649	FUEL BAR	
Serial Number:	88427886	TREADMILL AND TEQUILA	
Serial Number:	88427875	WILL RUN FOR TEQUILA	
Serial Number:	88427860	RUN, LIFT, ROSÉ	
Serial Number:	88427853	TREADMILL AND TEQUILA	
Serial Number:	88427840	WILL RUN FOR TEQUILA	
Serial Number:	88427828	RUN, LIFT, ROSÉ	
Serial Number:	88339443	UNITED WE SPRINT	
Serial Number:	88339439	WORK (OUT) HARD AND BE NICE TO PEOPLE	
Serial Number:	88339431	WORK (OUT) HARD AND BE NICE TO PEOPLE	
Serial Number:	88339427	UNITED WE SPRINT	
Serial Number:	87316551	BARRY'S	
Serial Number:	87313810	BARRY'S	
Serial Number:	87313747	BARRY'S	
Serial Number:	87313743	BARRY'S	
Serial Number:	86384309		
Serial Number:	86384239	BARRY'S BOOTCAMP	
Serial Number:	85203995	BARRY'S BOOTCAMP	

OP \$465.00 88623649

CORRESPONDENCE DATA**Fax Number:**

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: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: 330 North Wabash
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0295
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	11/08/2019

Total Attachments: 6

source=Barry's - Trademark Security Agreement#page1.tif
source=Barry's - Trademark Security Agreement#page2.tif
source=Barry's - Trademark Security Agreement#page3.tif
source=Barry's - Trademark Security Agreement#page4.tif
source=Barry's - Trademark Security Agreement#page5.tif
source=Barry's - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2019, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Barry’s Bootcamp Holdings, LLC (the “**Company**”, and together with each Subsidiary of the Company listed as a “Borrower” on the signature pages thereto and each other Person that executes a Joinder Agreement and becomes a “Borrower” thereunder, each a “**Borrower**” and collectively, the “**Borrowers**”), BBC Holdings, LLC (“**Parent**”), each Subsidiary of the Company listed as a “Guarantor” on the signature pages thereto (together with Parent and each other Person that executes a Joinder Agreement and becomes a “Guarantor” thereunder or otherwise guarantees all or any part of the Obligations, each a “**Guarantor**” and collectively, the “**Guarantors**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and the Agent, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages and pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all exclusive Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARRYS BOOTCAMP HOLDINGS, LLC,
as Grantor

By: 
Name: Joseph Gonzalez
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

ACCEPTED:

JPMORGAN CHASE BANK, N.A.,
as Agent




By: 
Name: Jamal Toukhi
Title: Vice President



Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006793 FRAME: 0006

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>App. or Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Assignees</u>	<u>Class(es)</u>
Barry's Bootcamp Holdings, LLC	United States of America	Miscellaneous Design (Chevron) 	5,435,774		4/3/2018		28, 41
Barry's Bootcamp Holdings, LLC	United States of America	BARRY'S BOOTCAMP	4,002,431		7/26/2011		9, 25, 41
Barry's Bootcamp Holdings, LLC	United States of America	BARRY'S and Design (Chevron A) 	5,333,503		11/14/2017		41
Barry's Bootcamp Holdings, LLC	United States of America	BARRY'S and Design (Chevron A) 	5,333,504		11/14/2017		25
Barry's Bootcamp Holdings, LLC	United States of America	BARRY'S BOOTCAMP and Design 	4,720,067		4/14/2015		9, 25, 28, 41
Barry's Bootcamp Holdings, LLC	United States of America	FUEL BAR	88623649	09/19/19			43
Barry's Bootcamp Holdings, LLC	United States of America	TREADMILL AND TEQUILA	88427886	05/13/19			25
Barry's Bootcamp Holdings, LLC	United States of America	WILL RUN FOR TEQUILA	88427875	05/13/19			25
Barry's Bootcamp Holdings, LLC	United States of America	RUN, LIFT, ROSÉ	88427860	05/13/19			41
Barry's Bootcamp Holdings, LLC	United States of America	TREADMILL AND TEQUILA	88427853	05/13/19			41

Barry's Bootcamp Holdings, LLC	United States of America	WILL RUN FOR TEQUILA	88427840	05/13/19			41
Barry's Bootcamp Holdings, LLC	United States of America	RUN, LIFT, ROSÉ	88427828	05/13/19			25
Barry's Bootcamp Holdings, LLC	United States of America	UNITED WE SPRINT	88339443	03/14/19			41
Barry's Bootcamp Holdings, LLC	United States of America	WORK (OU) HARD AND BE NICE TO PEOPLE	88339439	03/14/19			25
Barry's Bootcamp Holdings, LLC	United States of America	UNITED WE SPRINT	88339427	03/14/19			25
Barry's Bootcamp Holdings, LLC	United States of America	BARRY'S 	5885763		10/15/19		9
Barry's Bootcamp Holdings, LLC	United States of America	BARRY'S 	87313810	1/25/17			9
Barry's Bootcamp Holdings, LLC	United States of America	WORK (OUT) HARD AND BE NICE TO PEOPLE	88339431	03/14/19			41