

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Capital LLC		11/08/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Barry's Bootcamp Holdings, LLC		
Street Address:	7373 Beverly Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4002431	BARRY'S BOOTCAMP	
Registration Number:	4720067	BARRY'S BOOTCAMP	
Registration Number:	3178015	BARRY'S BOOTCAMP	
Registration Number:	3199496	BARRY'S BOOTCAMP THE BEST WORKOUT IN THE	
Registration Number:	3572435	DON'T THINK, JUST SHRINK	
Serial Number:	87313810	BARRY'S	
Serial Number:	87313747	BARRY'S	
Serial Number:	87313743	BARRY'S	
Serial Number:	87316551	BARRY'S	
Serial Number:	86384309		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Lynn Tanner		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		

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ATTORNEY DOCKET NUMBER:	250584.00081
NAME OF SUBMITTER:	Lynn Tanner
SIGNATURE:	/Lynn Tanner by trademarkny/
DATE SIGNED:	11/14/2019
Total Attachments: 4 source=Barry's - Release of Security Interests in Trademarks#page1.tif source=Barry's - Release of Security Interests in Trademarks#page2.tif source=Barry's - Release of Security Interests in Trademarks#page3.tif source=Barry's - Release of Security Interests in Trademarks#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

November 8, 2019

WHEREAS, Barry's Bootcamp Holdings, LLC (the "**Grantor**") granted a security interest in and lien upon all of Grantor's right, title and interest in, to and under any and all of the Trademark Collateral (as defined in the Trademark Security Agreement referred to below) to Medley Capital LLC, as collateral agent for the benefit of the Secured Parties under the Security Agreement (as defined below) (in such capacity, the "**Collateral Agent**") as set forth in the Trademark Security Agreement, dated as of July 14, 2017, made by the Grantor in favor of the Collateral Agent (the "**Trademark Security Agreement**"), and that certain Guaranty and Security Agreement, dated as of July 14, 2017, made by the Grantor and certain of its affiliates in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented, modified or otherwise changed from time to time, the "**Security Agreement**" and, together with the Trademark Security Agreement, the "**Security Agreements**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 18, 2017 at Reel/Frame 6108/0266;

WHEREAS, Grantor has requested that the Collateral Agent release and reassign its security interest in the Trademark Collateral, including the registered trademarks and pending applications for trademarks more fully identified in Schedule I annexed hereto and made a part hereof (including, without limitation, all goodwill associated therewith) (the "**Released Trademarks**");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:


1. Without recourse or representation or warranty, express or implied, of any kind or nature whatsoever to the Collateral Agent or any Secured Party, (a) the Collateral Agent hereby releases, relinquishes and discharges any and all liens and security interests in and to all of Grantor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Released Trademarks, and (b) reassigns, regrants and reconveys to Grantor any and all of Collateral Agent's right, title and interests (if any) in, to and under the Trademark Collateral, including, without limitation, the Released Trademarks, in each case granted pursuant to the Security Agreements.

2. The Collateral Agent hereby (a) authorizes Grantor or its authorized representatives to record this Release of Security Interest in Trademarks (the "**Release**") with the U.S. Patent and Trademark Office and (b) authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of this Release hereby given, at Grantor's sole cost and expense.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer as of the date first set forth above.

MEDLEY CAPITAL LLC, as Collateral Agent


By: 
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

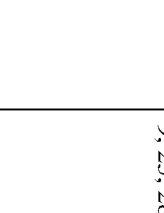


[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006795 FRAME: 0806

SCHEDULE I
TO

RELEASE OF SECURITY INTEREST IN TRADEMARKS

<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	BARRY'S and Design (Chevron A)	87/313,810	1/25/2017			09
Barry's Bootcamp Holdings, LLC	United States	BARRY'S BARRY'S and Design (Chevron A)	87/313,747	1/25/2017			25
Barry's Bootcamp Holdings, LLC	United States	BARRY'S BARRY'S and Design (Chevron A)	87/313,743	1/25/2017			41
Barry's Bootcamp Holdings, LLC	United States	BARRY'S BARRY'S and Design (Chevron A)	87/316,551	1/27/2017			35
Barry's Bootcamp Holdings, LLC	USA	Miscellaneous Design (Upside Down V and Star) 	86/384,309	9/3/2014			28, 41
Barry's Bootcamp Holdings, LLC	USA	BARRY'S BOOTCAMP	4,002,431		7/26/2011		9, 25, 41

Company	Country	Trademark	App. or Reg. No.	Filing Date	Reg. Date	Assignees	Class(es)
Barry's Bootcamp Holdings, LLC	USA	BARRY'S BOOTCAMP and Design 	4,720,067		4/14/2015		9, 25, 28, 41
Barry's Bootcamp Holdings, LLC	USA	BARRY'S BOOTCAMP and Design 	3,178,015		11/28/2006		41
Barry's Bootcamp Holdings, LLC	USA	BARRY'S BOOTCAMP THE BEST WORKOUT IN THE WORLD and Design 	3,199,496		1/16/2007		41
Barry's Bootcamp Holdings, LLC	USA	DON'T THINK, JUST SHRINK! ¹	3,572,435		2/10/2009		9

¹ Mark has been abandoned.