

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		01/10/2020	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	CLUBESSENTIAL, LLC
<b>Street Address:</b>	4600 McAuley Place
<b>Internal Address:</b>	Suite 350
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45242
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	ClubReady, LLC
<b>Street Address:</b>	Westland Place, Building 14515, North Outer Forty
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Chesterfield
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63017
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	GYM HQ, LLC
<b>Street Address:</b>	303 Research Drive NW
<b>Internal Address:</b>	Suite 150
<b>City:</b>	Norcross
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30092
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	4786339	CENETIC
<b>Registration Number:</b>	3408083	NETCADDY
<b>Registration Number:</b>	4832301	
<b>Registration Number:</b>	4001303	CLUBSOFT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2601963	CLUB ESSENTIAL
Registration Number:	2505328	CLUBESSENTIAL
Registration Number:	5322144	CLUBREADY.COM
Registration Number:	5322236	CRPAYMENTS
Registration Number:	5322138	GYM HQ A CLUBREADY COMPANY
Serial Number:	87364948	LEAD SPEAK

**CORRESPONDENCE DATA**

Fax Number: 6175025000  
*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: 617-248-5000  
Email: tmadmin@choate.com  
Correspondent Name: Sara M. Bauer  
Address Line 1: Two International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2012719-0002
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	01/13/2020

**Total Attachments: 6**

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TERMINATION AND RELEASE  
OF  
SECURITY INTEREST  
IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release") dated as of January 10, 2020 from **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), to Grantors listed on the Schedule I hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain (a) Trademark Security Agreement dated July 20, 2016 by certain of the Grantors in favor of the Agent, for the benefit of the Lender Group and the Bank Product Providers (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time immediately prior to the date hereof, the "2016 Trademark Agreement"), and (b) Amended and Restated Trademark Security Agreement dated January 16, 2018 by certain of the Grantors in favor of the Agent, for the benefit of the Lender Group and the Bank Product Providers (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time immediately prior to the date hereof, the "2018 Trademark Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in the Trademark Collateral, including Trademarks identified on Exhibit A attached hereto (as hereinafter defined);

WHEREAS, the 2016 Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on July 22, 2016 at Reel 5837, Frame 0213; and the 2018 Trademark Agreement was recorded in the USPTO on January 25, 2018 at Reel 6257, Frame 0410;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Termination and Release shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including the Trademarks identified on Exhibit A attached hereto and made a part hereof, and assigns to the Grantors, without recourse, all of the Agent's right, title and interest in the Trademarks, and any right, title or interest of the Agent in such Trademark shall hereby cease and be void. Agent understands and agrees that this Termination and Release may be recorded by or for the Grantors with the USPTO or any similar office or agency.

3. Further Assurances. Upon request by the Grantors, the Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association, as Agent

By: Andrew Currie  
Name: Andrew Currie  
Title: Its Authorized Signatory

**SCHEDULE I**

**CLUBESSENTIAL, LLC**, a Delaware limited liability company

**CLUBREADY, LLC**, a Delaware limited liability company

**GYM HQ, LLC**, a Delaware limited liability company


**CLUBESSENTIAL HOLDINGS, LLC (FORMERLY KNOWN AS CE HOLDCO, LLC)**, a Delaware limited liability company

**EXHIBIT A**

**Trademark Registrations/Applications**

GRANTOR	REGISTRATION NUMBER	TRADEMARK
Clubessential, LLC	4786339	CENETIC
Clubessential, LLC	3408083	NETCADDY
Clubessential, LLC	4832301	**Design Only** (Cenetic design mark)
Clubessential, LLC	4001303	CLUBSOFT (word and design)
Clubessential, LLC	2601963	clubessential (word and design)
Clubessential, LLC	2505328	CLUBESSENTIAL (word only)
ClubReady, LLC	5322144	CLUBREADY.COM and Design: 
ClubReady, LLC	5322236	CRPAYMENTS and Design: 
GYM HQ, LLC	5322138	GYM HQ A CLUBREADY COMPANY  and Design:

Applications:

GRANTOR	APPLICATION NUMBER	TRADEMARK
ClubReady, LLC	87364948	LEAD SPEAK and Design: 

**Trade Names**

**Common Law Trademarks**

**OTHER UNREGISTERED TRADEMARKS (CLUBESSENTIAL, LLC):**

Axis  
Mobile Services (MOSV)  
RosterSync  
ClubLife  
External Marketing Emailer - XME  
FormBase  
MeetingManager  
Reciprocal Club Management System  
MarketingControlCenter – MCC  
Cross-Marketing Console - CMC  
Digital Marketing Agency (DMA)  
FirstImpression  
Image Explorer  
PhotoSync  
Dynamic Groups

**Domain Names**

<http://www.clubessential.com>

<http://www.clubsofnorthamerica.com>

<http://www.clubsoftusa.com>

**Trademarks Not Currently In Use**

None

**Trademark Licenses**

None