

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579500

|   |                                     |                       |                    |
|---|-------------------------------------|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b> |
| 24 Hour Fitness USA, Inc.   |                                     | 06/03/2020            | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                    |
| <b>Name:</b>  | Morgan Stanley Senior Funding, Inc. |                       |                    |
| <b>Street Address:</b>  | 1585 Broadway                       |                       |                    |
| <b>City:</b>  | New York                            |                       |                    |
| <b>State/Country:</b>   | NEW YORK                            |                       |                    |
| <b>Postal Code:</b>   | 10036                               |                       |                    |
| <b>Entity Type:</b>   | Corporation: DELAWARE               |                       |                    |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                     |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 6054112                             | YOGA24                |                    |
| <b>Registration Number:</b>   | 2621041                             | STORE24               |                    |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                    |
| <b>Fax Number:</b>  | 3129939767                          |                       |                    |
| <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> |                                     |                       |                    |
| <b>Phone:</b>   | 3128767700                          |                       |                    |
| <b>Email:</b>   | thomas.buettner@lw.com              |                       |                    |
| <b>Correspondent Name:</b>  | Thomas J. Buettner                  |                       |                    |
| <b>Address Line 1:</b>  | Latham & Watkins LLP                |                       |                    |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60611             |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 042742-0148                         |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Thomas J. Buettner                  |                       |                    |
| <b>SIGNATURE:</b>   | /tjb/                               |                       |                    |
| <b>DATE SIGNED:</b>   | 06/03/2020                          |                       |                    |
| <b>Total Attachments: 8</b>   |                                     |                       |                    |
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “**IP Security Agreement Supplement**”) dated as of June 3, 2020 is among the Persons listed on the signature page hereof (each a “**Grantor**” and collectively, the “**Grantors**”) and Morgan Stanley Senior Funding, Inc., located at 1585 Broadway, New York, NY 10036 as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, 24 HOUR FITNESS WORLDWIDE, INC., a Delaware corporation (the “**Borrower**”), has entered into a Credit Agreement dated as of May 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with 24 HOUR HOLDINGS II LLC, a Delaware corporation (“**Holdings**”), each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), MORGAN STANLEY SENIOR FUNDING, INC., (“**Morgan Stanley**”), as Administrative Agent, Collateral Agent, an L/C Issuer and Swing Line Lender and the L/C Issuers referred to therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated as of May 31, 2018 among the Grantors, such other Persons and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Intellectual Property Security Agreement dated as of May 31, 2018 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired Intellectual Property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Additional Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of

a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to such Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and/or all of the foregoing or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of 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.

SECTION 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telecopy or facsimile transmission) and mailed, telecopied, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

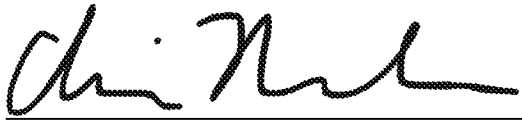
SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantors:

24 HOUR FITNESS USA, INC.

By: 

Name: Chris Nelson

Title: Executive Vice President, Chief Financial Officer  
and Assistant Secretary

RS FIT HOLDINGS LLC

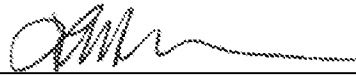
By: 

Name: Chris Nelson

Title: Executive Vice President, Chief Financial Officer  
and Assistant Secretary

Collateral Agent:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Collateral Agent

By:  \_\_\_\_\_

Name: Lisa Hanson

Title: Vice President

[Signature Page to Intellectual Property Security Agreement Supplement]




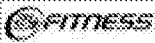
**TRADEMARK**  
**REEL: 006952 FRAME: 0586**



**Schedule B to the  
Intellectual Property Security Agreement Supplement**

**US AND FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS**

24 Hour Fitness USA, Inc.

| Mark                                  | Design  | Country                 | Application No. | Application Date | Registration No. | Registration Date | Classes        | Status     |
|---------------------------------------|---|-------------------------|-----------------|------------------|------------------|-------------------|----------------|------------|
| <b>UNITED STATES</b>                  |   |                         |                 |                  |                  |                   |                |            |
| 24 HOUR FITNESS and Design            |    | Florida                 |                 |                  | FL T05000001317  | Oct 10, 2005      | 41             | Expired    |
| 24 HOUR FITNESS SHAQ-SPORT and Design |    | Florida                 |                 |                  | FL T05000001316  | Oct 10, 2005      | 41             | Expired    |
| YOGA24                                |   | United States (Federal) | 88116240        | Sep 13, 2018     | 6054112          | May 12, 2020      | 41             | Registered |
| STORE24                               |   | United States (Federal) | 76325468        | Oct 16, 2001     | 2621041          | Sep 17, 2002      | 35             | Registered |
| <b>FOREIGN</b>                        |   |                         |                 |                  |                  |                   |                |            |
| 24 HOUR FITNESS                       |   | Argentina               | 2208489         | Mar-17-1999      | 1793674          | May-11-2011       | 18             | Archived   |
| 24 HOUR FITNESS and Design            |  | Canada                  | 1911003         | Jul-23-2018      |                  |                   | 9              | Pending    |
| 24 HOUR FITNESS                       |   | Canada                  | 1911002         | Jul 23, 2018     |                  |                   | 38, 41, 42, 44 | Pending    |
| 24 HOUR FITNESS                       |   | Chile                   | 886390          | Nov 25, 2009     | 888375           | Dec 30, 2009      | 18, 25         | Expired    |
| 24 HOUR FITNESS and Design            |  | Chile                   | 1010938         | Jun 7, 2012      | 979462           | Jun 7, 2012       | 41             | Renewed    |

Execution Version

| Mark                       | Design  | Country           | Application No. | Application Date | Registration No. | Registration Date | Classes | Status     |
|----------------------------|---|-------------------|-----------------|------------------|------------------|-------------------|---------|------------|
| 24 HOUR FITNESS            |   | Chile             | 886389          | Nov 25, 2009     | 888376           | Dec 30, 2009      | 41      | Renewed    |
| 24 HOUR FITNESS and Design |  | China             | 11741638        | Nov 14, 2012     | 11741638         | Jul 14 2016       | 25      | Registered |
| 24 HOUR FITNESS and Design |  | China             | 11741656        | Nov 14, 2012     | 11741656         | Apr 28, 2014      | 25      | Registered |
| 24 HOUR FITNESS            |   | Mexico            | 2088300         | Aug 10, 2018     | 2016765          | Jun 28, 2019      | 41      | Registered |
| 24 HOUR FITNESS            |   | Mexico            | 2164508         | Feb 11, 2019     | 2022600          | Jul 18, 2019      | 18      | Registered |
| 24 HOUR FITNESS            |   | Mexico            | 2164510         | Feb 11, 2019     | 2085586          | Feb 21, 2020      | 25      | Registered |
| 24 HOUR FITNESS            |   | Mexico            | 2314114         | Jan 10, 2020     |                  |                   | 41      | Published  |
| 24 HOUR FITNESS            |   | Republic of Korea | 5520100000282   | May-18-2010      | 4500012560000    | Oct-14-2010       | 18, 25  | Registered |
| 24 HOUR FITNESS (Stylized) |   | Spain             | 2342221         | Sep 4, 2000      | M2342221         | Apr 22, 2002      | 41      | Registered |

RS FIT Holdings, Inc.

| Mark           | Design | Country | Application No. | Application Date | Registration No. | Registration Date | Classes | Status     |
|----------------|--------|---------|-----------------|------------------|------------------|-------------------|---------|------------|
| <b>FOREIGN</b> |        |         |                 |                  |                  |                   |         |            |
| BALLY FITNESS  |        | Brazil  | 915000059       | Jul 10, 2018     | 915000059        | Jul 2, 2019       | 28      | Registered |
| BALLY FITNESS  |        | Brazil  | 915000113       | Jul 10, 2018     | 915000113        | Jul 2, 2019       | 41      | Registered |