

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583598

<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>
Planet Fitness Franchising, LLC		06/25/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88901798	BE CLEANSIDERATE	
<b>Serial Number:</b>	88890715	CARDIO DISTANCING	
<b>Serial Number:</b>	88901793	CLEAN THUMB CLUB	
<b>Serial Number:</b>	88916144	CLUB DEL PULGAR LIMPIO	
<b>Serial Number:</b>	88916176	DISTANCIAMIENTO DE CARDIO	
<b>Serial Number:</b>	88920493	EL CLUB DEL PULGAR LIMPIO DE PLANET FITN	
<b>Serial Number:</b>	88871578		
<b>Serial Number:</b>	88893539	GYM IN YOUR POCKET	
<b>Serial Number:</b>	88865392	NOS MOVEMOS UNIDOS	
<b>Serial Number:</b>	88841020	PF	
<b>Serial Number:</b>	88841033	PLANET FITNESS	
<b>Serial Number:</b>	88901783	PLANET FITNESS CLEAN THUMB CLUB	
<b>Serial Number:</b>	88890721	SOCIAL FITNESSING	
<b>Serial Number:</b>	88836286	UNITED WE MOVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172754436		
<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>			

CH \$365.00 88901798

**Phone:** 2122972415  
**Email:** trademarks@daypitney.com  
**Correspondent Name:** Linda Leone  
**Address Line 1:** 605 Third Ave, 31st Floor  
**Address Line 2:** Day Pitney LLP  
**Address Line 4:** New York, NEW YORK 10158-1803

**ATTORNEY DOCKET NUMBER:** 784615012150

**NAME OF SUBMITTER:** Linda Leone

**SIGNATURE:** /Linda Leone/

**DATE SIGNED:** 06/29/2020

**Total Attachments: 4**

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**FORM OF SUPPLEMENTAL NOTICE OF GRANT  
OF SECURITY INTEREST IN TRADEMARKS**

This SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of June 25, 2020, by and between Planet Fitness Franchising, LLC a Delaware limited liability company located at 4 Liberty Lane West, Floor 2, Hampton, NH 03842 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, NY 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of August 1, 2018, by and among Grantor, PLANET FITNESS DISTRIBUTION LLC, a Delaware limited liability company, PLANET FITNESS ASSETCO LLC, a Delaware limited liability company, and PLANET FITNESS SPV GUARANTOR LLC, a Delaware limited liability company, each as a Guarantor, and in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 5.3 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the PTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment

to allege use pursuant to 15 USC Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of August 1, 2018, by and between Planet Fitness Master Issuer LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’s interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

Planet Fitness Franchising, LLC,  
as Grantor



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

Name: Justin Vartanian

Title: G.C. & Secretary

## Schedule 1 - Trademarks

Trademark	Int. Classes	Application No	Application Date	Owner	Trademark Status
BE CLEANSIDERATE	41	88901798	May 5 2020	Planet Fitness Franchising LLC	Pending
CARDIO DISTANCING	41	88890715	Apr 28 2020	Planet Fitness Franchising LLC	Pending
CLEAN THUMB CLUB	41	88901793	May 5 2020	Planet Fitness Franchising LLC	Pending
CLUB DEL PULGAR LIMPIO	41	88916144	May 14 2020	Planet Fitness Franchising LLC	Pending
DISTANCIAMIENTO DE CARDIO	41	88916176	May 14 2020	Planet Fitness Franchising LLC	Pending
EL CLUB DEL PULGAR LIMPIO DE PLANET FITNESS, plus thumbs up with stars (color)	41	88920493	May 18 2020	Planet Fitness Franchising LLC	Pending
GEAR WITH THUMBS UP LOGO (color)	41	88871578	Apr 14 2020	Planet Fitness Franchising LLC	Pending
GYM IN YOUR POCKET	9	88893539	Apr 29 2020	Planet Fitness Franchising LLC	Pending
NOS MOVEMOS UNIDOS	38, 41	88865392	Apr 9 2020	Planet Fitness Franchising LLC	Pending
pf, plus gear design (color)	9	88841020	Mar 19 2020	Planet Fitness Franchising LLC	Pending
PLANET FITNESS	9, 38, 41	88841033	Mar 19 2020	Planet Fitness Franchising LLC	Pending
PLANET FITNESS CLEAN THUMB CLUB (& Design)	41	88901783	May 5 2020	Planet Fitness Franchising LLC	Pending
SOCIAL FITNESSING	41	88890721	Apr 28 2020	Planet Fitness Franchising LLC	Pending
UNITED WE MOVE	38, 41	88836286	Mar 16 2020	Planet Fitness Franchising LLC	Pending