

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Town Sports Group, LLC		12/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5639191	PBSC PALM BEACH SPORTS CLUB	
Registration Number:	5601644	TMPL	
Registration Number:	5979066	PBSC	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street N.W.		
Address Line 2:	Akin Gump Strauss Hauer & Feld LLP		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	12/29/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 28, 2020, is entered into by Town Sports Group, LLC (the “**Grantor**”) and **ALTER DOMUS (US) LLC**, as Administrative Agent (in such capacity, the “**Assignee**”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of December 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Assignee, certain of the Grantors and the other parties thereto, and (ii) that certain Credit Agreement, dated as of December 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **TOWN SPORTS INTERNATIONAL HOLDINGS, INC.**, a Delaware corporation (the “**Borrower**”), the Lenders party thereto and the Assignee.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets. For the purposes of this Agreement, “**Trademarks**” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Assignee for the ratable benefit of

the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Termination or Release

In connection with any termination or release pursuant to Section 8.15 of the Guarantee and Collateral Agreement, the Assignee shall promptly execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral, as applicable.

3. Grantor Remains Liable

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

4. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

5. Counterparts

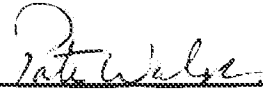
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or as any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and electronic signatures or the keeping of records in electronic form shall be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties hereto hereby represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents, including having the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

TOWN SPORTS GROUP, LLC

By: 

Name: Patrick Walsh

Title: Chief Executive Officer

ASSIGNEE:

ALTER DOMUS (US) LLC


By: 

Name: Jon Kirschmeier

Title: Associate Counsel

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Mark Name	Country	Status	Appl. No	Current	Reg No	Reg Date
 palm beach sports club	United States	REGISTERED	87/632,164	10/03/2017	5,639,191	12/25/2018
TMPL	United States	REGISTERED	86/792,126	10/19/2015	5,601,644	11/06/2018
PBSC	United States	REGISTERED	88/095,832	08/28/2018	5,979,066	02/04/2020

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed

None.

Domain Names

1. livfitclub.com
2. livfitnessclub.com
3. palmbeachsc.com
4. palmbeachsportsclub.com
5. palmbeachsportsclubs.com
6. pbsclubs.com
7. templeclubs.com
8. tmplclubs.com
9. townsportsgroup.com
10. townsportsinternational.com