

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Life Time, Inc.		01/22/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society FSB, as Notes Collateral Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	4198299	LIFE TIME ATHLETIC	
Registration Number:	3554618	LIFE LAB	
Registration Number:	2802101	LEANSOURCE	
Registration Number:	2544873	EXPERIENCE LIFE	
Registration Number:	2689399	LIFE TIME FITNESS	
Registration Number:	2140172	LIFE TIME FITNESS	
Registration Number:	2991412	LIFE TIME FITNESS	
Registration Number:	2628260		
Registration Number:	2628259		
Registration Number:	2628257		
Registration Number:	2621307		
Registration Number:	4669612	LIFECAFE	
Registration Number:	5096204	LIFE TIME	
Registration Number:	5101038	LIFE TIME	
Registration Number:	4925269	LIFESPA	
Registration Number:	5061845	· ULTIMATE · HOOPS	
Registration Number:	5636353	GUT.FIX	
Registration Number:	5616442	PLAY LEARN LOVE	
Registration Number:	5548591	ALPHA	

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Property Type	Number	Word Mark
Registration Number:	5544016	LIFE TIME FOUNDATION
Registration Number:	5544015	LIFE TIME FOUNDATION
Registration Number:	5477522	D.TOX
Registration Number:	5449931	CD COMMITMENT DAY
Registration Number:	5407114	A
Registration Number:	5363046	LIFESPA
Registration Number:	5280407	
Registration Number:	5139793	ATHLINKS
Registration Number:	4822206	KNOW IT. NOURISH IT. MOVE IT.
Registration Number:	5864132	X
Registration Number:	5897698	- MINUS THE HARMFUL 7 TRANS FATS & HYDRO
Registration Number:	5704120	LIFE TIME HEALTHY WAY OF LIFE
Registration Number:	5698536	LIFE TIME WORK
Registration Number:	5698535	LIFE TIME WORK
Registration Number:	5823052	LIFE TIME HEALTHY WAY OF LIFE
Registration Number:	5783390	LIFE TIME
Registration Number:	4856243	ABOXABOVE TOURNAMENT
Registration Number:	3507339	CEO CHALLENGES
Registration Number:	6096431	LIFE TIME
Registration Number:	6176641	CD
Registration Number:	6095698	COMMITMENT DAY

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 056708-0002

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 02/03/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of January 22, 2021, by and among **LIFE TIME, INC.** (“**Grantor**”) and **WILMINGTON SAVINGS FUND SOCIETY FSB**, in its capacity as Notes Collateral Agent for the Secured Parties (in such capacity, the “**Notes Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of January 22, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “**Security Agreement**”), in favor of the Notes Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture (as defined in the Security Agreement), Grantor hereby agrees with the Notes Collateral Agent as follows:

Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Notes Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral owned by Grantor:

Trademarks owned by Grantor listed on Schedule I attached hereto;
all goodwill of the business symbolized by such Trademarks; and
all proceeds of any and all of the foregoing.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Termination. Upon the termination of the Security Agreement in accordance with its terms, the Notes Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Intercreditor Agreement(s). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTES COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) (IF ANY). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) AND THIS AGREEMENT, THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT(S) WILL GOVERN AND CONTROL.

GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

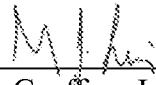
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.






Life Time Inc., as Grantor

By: 
Name: Stuart McFarland
Title: Vice President, Senior Associate General
Counsel and Assistant Secretary



WILMINGTON SAVINGS FUND SOCIETY
FSB, as Notes Collateral Agent

By:  _____
Name: Geoffrey J. Lewis
Title: Vice President

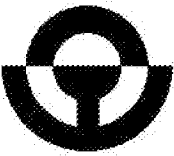
Schedule I

Owner	Mark	Serial Number / Registration Number	Filing Date / Registration Date
Life Time, Inc.	LIFE TIME ATHLETIC	4198299	08/28/2012
Life Time, Inc.	LIFE LAB	3554618	12/30/2008
Life Time, Inc.	LEANSOURCE	2802101	1/6/2004
Life Time, Inc.	EXPERIENCE LIFE	2544873	3/5/2002
Life Time, Inc.	LIFE TIME FITNESS	2689399	2/18/2003
Life Time, Inc.	LIFE TIME FITNESS	2140172	3/3/1998
Life Time, Inc.		2991412	9/6/2005
Life Time, Inc.		2628260	10/1/2002
Life Time, Inc.		2628259	10/1/2002
Life Time, Inc.		2628257	10/1/2002
Life Time, Inc.		2621307	9/17/2002

Life Time, Inc.	LIFECAPPE	4669612	1/13/15
Life Time, Inc.	LIFE TIME	5096204	12/6/2016
Life Time, Inc.	LIFE TIME	5101038	12/13/2016
Life Time, Inc.	 LIFE TIME	4925269	3/29/2016
Life Time, Inc.	 LIFE TIME	5061845	10/18/2016
Life Time, Inc.	GUT.FIX	5636353	12/25/18
Life Time, Inc.	PLAY LEARN LOVE	5616442	11/27/18
Life Time, Inc.	 ALPHA	5548591	8/28/18
Life Time, Inc.	LIFE TIME FOUNDATION	5544016	8/21/18
Life Time, Inc.	LIFE TIME FOUNDATION	5544015	8/21/18
Life Time, Inc.	D.TOX	5477522	5/22/18
Life Time, Inc.	 COMMITMENT BAR	5449931	4/17/18
Life Time, Inc.		5407114	2/20/18

Life Time Fitness, Inc. (changing to Life Time, Inc.)	 LIFESPA	5363046	12/26/17
Life Time, Inc.		5280407	9/5/17
Life Time, Inc.	ATHLINKS	5139793	2/14/17
Life Time, Inc.	KNOW IT. NOURISH IT. MOVE IT.	4822206	9/29/15
Life Time, Inc.	LIFE TIME KITCHEN	Application/88006320	6/19/18
Life Time, Inc.		5864132	9/17/19
Life Time, Inc.		5897698	10/29/19
Life Time, Inc.	 LIFETIME HEALTHY WAY OF LIFE	5704120	3/19/19
Life Time, Inc.	LIFE TIME WORK	5698536	3/12/19
Life Time, Inc.	LIFE TIME WORK	5698535	3/12/19
Life Time, Inc.	LIFETIME HEALTHY WAY OF LIFE	5823052	7/30/19

LIFETIME

Life Time, Inc.		57833390	6/18/19
Life Time, Inc.	ABOXABOVE TOURNAMENT	4856243	11/17/15
Life Time, Inc.	CEO CHALLENGES	3507339	9/30/08
Life Time, Inc.	LIFE TIME STAY	Application/88743000	12/31/19
Life Time, Inc.	LIFE TIME	6096431	7/7/2020
Life Time, Inc.		6176641	10/13/2020
Life Time, Inc.	COMMITMENT DAY	6095698	7/7/2020
Life Time, Inc.	LIFE TIME LIVING	Application/87888502	4/23/2018
Life Time, Inc.	LIFE BALL	Application/90386433	12/16/20
Life Time, Inc.	LIFE DRILL	Application/90386463	12/16/20