

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM657103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tivity Health, Inc.		06/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral agent		
<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>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4679824		
<b>Registration Number:</b>	6175502	FITNESS YOUR WAY	
<b>Registration Number:</b>	5582433	FITNESS YOUR WAY	
<b>Registration Number:</b>	5814475	FLIP50	
<b>Registration Number:</b>	3438189	FOREVER FIT	
<b>Registration Number:</b>	3382837	PRIME	
<b>Registration Number:</b>	6390092	PRIME GO	
<b>Registration Number:</b>	4701620	PROGRAM ADVISOR	
<b>Registration Number:</b>	2086072	SILVERSNEAKERS	
<b>Registration Number:</b>	6283347	SILVERSNEAKERS BOOM	
<b>Registration Number:</b>	5004694	SILVERSNEAKERS FLEX	
<b>Registration Number:</b>	4814475	SILVERSNEAKERS STABILITY	
<b>Registration Number:</b>	3823807	SILVERSNEAKERS STEPS	
<b>Registration Number:</b>	2674857	SILVERSPLASH	
<b>Registration Number:</b>	5751761	TIVITY HEALTH	
<b>Registration Number:</b>	5586942	TIVITY HEALTH	
<b>Registration Number:</b>	5751760	TIVITY HEALTH	
<b>Registration Number:</b>	5586941	TIVITY HEALTH	
<b>Registration Number:</b>	5813969	WHOLEHEALTH LIVING	

OP \$515.00 4679824

Property Type	Number	Word Mark
Registration Number:	5551631	WHOLEHEALTH LIVING CHOICES

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	06/30/2021

**Total Attachments: 7**

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## Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of June 30, 2021, by Tivity Health, Inc. (the "Pledgor"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement or upon the release, pursuant to Section 10.4 of the Security Agreement, of the Lien created by the Security Agreement against any of the Trademarks, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

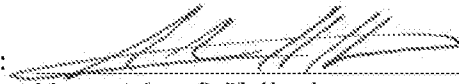
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TIVITY HEALTH, INC.

By:



Name: Adam C. Holland


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007340 FRAME: 0966**

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Collateral Agent

By:   
\_\_\_\_\_  
Name: Vanessa Roberts  
Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Tivity Health, Inc.	Design	86133106	12/02/2013	4679824	01/27/2015
2.	Tivity Health, Inc.	FITNESS YOUR WAY	87347585	02/23/2017	6175502	10/13/2020
3.	Tivity Health, Inc.	FITNESS YOUR WAY	87978429	02/23/2017	5582433	10/09/2018
4.	Tivity Health, Inc.	FLIP50	87835668	03/15/2018	5814475	07/23/2019
5.	Tivity Health, Inc.	Forever Fit	78886299	05/17/2006	3438189	05/27/2008
6.	Tivity Health, Inc.	PRIME	78600269	04/01/2005	3382837	02/12/2008
7.	Tivity Health, Inc.	PRIME GO	88620635	09/17/2019	6390092	06/15/2021
8.	Tivity Health, Inc.	PROGRAM ADVISOR	86275459	05/08/2014	4701620	03/10/2015
9.	Tivity Health, Inc.	SILVERSNEAKERS	75175639	10/02/1996	2086072	08/05/1997
10.	Tivity Health, Inc.	SILVERSNEAKERS BOOM	87340684	02/17/2017	6283347	03/02/2021
11.	Tivity Health, Inc.	SILVERSNEAKERS FLEX	86642888	05/27/2015	5004694	07/19/2016
12.	Tivity Health, Inc.	SILVERSNEAKERS STABILITY	86370540	08/19/2014	4814475	09/15/2015
13.	Tivity Health, Inc.	SILVERSNEAKERS STEPS	77750033	06/02/2009	3823807	07/27/2010
14.	Tivity Health, Inc.	SILVERSPLASH	76385765	03/22/2002	2674857	01/14/2003
15.	Tivity Health, Inc.	TIVITY HEALTH	87295303	01/10/2017	5751761	05/14/2019
16.	Tivity Health, Inc.	TIVITY HEALTH	87295307	01/10/2017	5586942	10/16/2018
17.	Tivity Health, Inc.	tivity HEALTH & Design	87295297	01/10/2017	5751760	05/14/2019
18.	Tivity Health, Inc.	tivity HEALTH & Design	87295302	01/10/2017	5586941	10/16/2018

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
19.	Tivity Health, Inc.	WHOLEHEALTH LIVING	87301673	01/13/2017	5813969	07/23/2019
20.	Tivity Health, Inc.	WHOLEHEALTH LIVING CHOICES	87340667	02/17/2017	5551631	08/28/2018

**Trademark Applications:** NA