

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM687385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARINGS FINANCE LLC		11/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CLUBESSENTIAL, LLC		
Street Address:	One Marina Park Drive, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	GYM HQ, LLC		
Street Address:	One Marina Park Drive, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	VERMONT SYSTEMS, INC.		
Street Address:	One Marina Park Drive, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: VERMONT		
Name:	CLUBREADY, LLC		
Street Address:	One Marina Park Drive, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			

CH \$365.00 4786339

Property Type	Number	Word Mark
Registration Number:	4786339	CENETIC
Registration Number:	4832301	
Registration Number:	2601963	CLUB ESSENTIAL
Registration Number:	2505328	CLUBESSENTIAL
Registration Number:	5322144	CLUBREADY.COM
Registration Number:	5322236	CRPAYMENTS
Registration Number:	5322138	GYM HQ A CLUBREADY COMPANY
Registration Number:	5399894	LEAD SPEAK
Registration Number:	3907568	RECTRAC
Registration Number:	3910750	GOLFTRAC
Registration Number:	3911208	CYMTRAC
Registration Number:	3911204	WEBTRAC
Registration Number:	4076165	MAINTRAC
Registration Number:	5631149	INTELITRAC

CORRESPONDENCE DATA

Fax Number: 6508497400

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: 6508435780

Email: KCERON@COOLEY.COM

Correspondent Name: KARLA CERON

Address Line 1: 3175 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304-1130

ATTORNEY DOCKET NUMBER:	328720.117
NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	/karla ceron/
DATE SIGNED:	11/10/2021

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of November 10, 2021, by BARINGS FINANCE LLC, in its capacity as administrative agent (in such capacity, the "Agent") for each member of the Lender Group and the Bank Product Providers under (and as defined in) the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of January 10, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among certain loan parties party thereto, including Clubessential, LLC, a Delaware limited liability company ("Clubessential"), ClubReady, LLC, a Delaware limited liability company ("ClubReady"), the lenders party thereto (the "Lenders") and the Agent;

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of January 10, 2020 (the "Security Agreement") by and among the Clubessential, ClubReady, Gym HQ, LLC, a Delaware limited liability company ("Gym HQ"), Vermont Systems, Inc., a Vermont corporation ("Vermont Systems"), and together with Clubessential, ClubReady and Gym HQ, collectively, the "Grantors"), the other grantors party thereto, and Agent, the Grantors executed and delivered that certain Trademark Security Agreement dated as of January 10, 2020 (the "Trademark Security Agreement"), pursuant to which a continuing security interest (the "Security Interest") was granted by the Grantors to the Agent in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 13, 2020, at Reel/Frame 6836/0520; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, including those Trademarks listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement or the Security Agreement, as applicable.
2. Release of Security Interest. The Agent, without representation or warranty of any kind, hereby terminates, releases and discharges any and all Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in to, or under such Trademark Collateral shall hereby cease and become void.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Recordation. The Agent hereby authorizes the Grantors and their designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Grantors' expense.

6. Counterparts. This Termination and Release may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Termination and Release. Delivery of an executed counterpart of this Termination and Release by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Termination and Release. Any party delivering an executed counterpart of this Termination and Release by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Termination and Release but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Termination and Release.

7. Choice of Law and Venue, Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

BARINGS FINANCE LLC,

as Agent

By:  _____

Name: L. Max McEwen


Title: Managing Director

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007490 FRAME: 0950

Schedule 1

Trademarks

Owner	Trademark	Registration Number
Clubessential, LLC	CENETIC	4786339
Clubessential, LLC	**Design Only** (Cenetic design mark)	4832301
Clubessential, LLC	clubessential (word and design)	2601963
Clubessential, LLC	CLUBESSENTIAL (word only)	2505328
ClubReady, LLC	CLUBREADY.COM and Design: 	5322144
ClubReady, LLC	CRPAYMENTS and Design: 	5322236
GYM HQ, LLC	GYM HQ A CLUBREADY COMPANY  and Design:	5322138
ClubReady, LLC	LEAD SPEAK and Design: 	5399894
Vermont Systems, Inc.	RecTrac	3907568
Vermont Systems, Inc.	GolfTrac	3910750
Vermont Systems, Inc.	CYMTrac	3911208
Vermont Systems, Inc.	WebTrac	3911204
Vermont Systems, Inc.	MainTrac	4076165
Vermont Systems, Inc.	InteliTrac	5631149