

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL LLC		11/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANYTIME FITNESS, LLC		
Street Address:	111 Weir Drive		
City:	Woodbury		
State/Country:	MINNESOTA		
Postal Code:	55125		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2814114	ANYTIME FITNESS	
Registration Number:	4587873	ANYTIME FITNESS	
Registration Number:	3302636	ANYTIME FITNESS	
Registration Number:	3316351	ANYTIME FITNESS EXPRESS	
Registration Number:	3883689	ANYTIME HEALTH	
Registration Number:	4193314	MASSAGE ANYTIME	
Registration Number:	4526247	PEOPLE, PURPOSE, PROFITS, PLAY	
Serial Number:	85545603	ROEI: PEOPLE, PURPOSE, PROFITS, PLAY	
Serial Number:	85711008	SGT29	
Serial Number:	85336101	THE CLUB FOR BUSY PEOPLE	
Registration Number:	4354388		
Registration Number:	4339889	HEART FIRST EXERCISING GENEROSITY	
Registration Number:	5213862		
Registration Number:	4957606	CLUB HUB	
Registration Number:	5060222	HEARTFIRST CHARITABLE FOUNDATION	
Registration Number:	4721452	MEMBER EXPERIENCE	
Registration Number:	4749189	GET TO A HEALTHIER PLACE	
CORRESPONDENCE DATA			

CH \$440.00 2814114

Fax Number: 2124920072

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: 2123733072

Email: jaliano@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com, ebensoul@paulweiss.com

Correspondent Name: Jamiesyn D. Aliano

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	017514-147
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NAME OF SUBMITTER:	Jamiesyn D. Aliano
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SIGNATURE:	/Jamiesyn D. Aliano/
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DATE SIGNED:	12/08/2021
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Total Attachments: 8

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 24, 2021, is from **GOLUB CAPITAL LLC**, as Administrative Agent (in such capacity, the “Administrative Agent”) in favor of each of the Persons listed on Schedule I hereto (the “Grantors”).

WITNESSETH:

WHEREAS, pursuant to (i) the Credit Agreement, dated as of February 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as of January 20, 2017, the “Credit Agreement”), by and among the Lenders, the Administrative Agent, the Borrowers and the other Loan Parties thereto, (ii) the Security Agreement, dated as of February 28, 2014 (the “Security Agreement”), by and among the Grantors, Administrative Agent and the other Persons party thereto and (iii) the Trademark Security Agreements (as defined below), each Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in certain collateral, including all right, title and interest of such Grantor in and to the following (all of the following items or types of property herein collectively referred to as the “Released Collateral”):

- (i) such Grantor’s federal Trademark registrations and Trademark applications referred to in Schedule I annexed hereto; and
- (ii) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of the federal Trademark registrations and Trademark applications referred to in Schedule I annexed hereto;

WHEREAS, the following agreements were recorded in the Trademark Division of the United States Patent and Trademark Office (the “USPTO”): (i) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Anytime Fitness, LLC, which was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0203, (ii) the Trademark Security Agreement, dated as of January 20, 2017, by and between the Administrative Agent and Anytime Fitness, LLC, which was recorded in the USPTO on January 20, 2017 at Reel 5970, Frame 0325, (iii) the Trademark Security Agreement, dated as of January 20, 2017, by and between the Administrative Agent and Anytime Health, LLC, which was recorded in the USPTO on January 20, 2017 at Reel 5972, Frame 0226, (iv) the Trademark Security Agreement, dated as of March 19, 2019, by and between the Administrative Agent and Anytime Worldwide, LLC, which was recorded in the USPTO on May 2, 2019 at Reel 6635, Frame 0641, (v) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Anytime Worldwide, LLC, which was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0337, (vi) the Trademark Security Agreement, dated as of October 22, 2018, by and between the Administrative Agent and Basecamp Fitness, LLC, which was recorded in the USPTO on October 25, 2018 at Reel 6465, Frame 0732, (vii) the Trademark Security Agreement, dated as of March 19, 2019, by and between the Administrative Agent and Provision Security Solutions, LLC, which was recorded in the USPTO on May 2, 2019 at Reel 6635, Frame 0735, (viii) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Provision Security Solutions, LLC, which

was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0315, (ix) the Trademark Security Agreement, dated as of June 15, 2021, by and between the Administrative Agent and Stronger U LLC, which was recorded in the USPTO on June 15, 2021 at Reel 7327, Frame 0135, (x) the Trademark Security Agreement, dated as of September 23, 2019, by and between the Administrative Agent and The Bar Method Franchising Inc., which was recorded in the USPTO on September 23, 2019 at Reel 6752, Frame 0260, (xi) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Vantage Point Apparel & Promotional Products, LLC, which was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0327, (xii) the Trademark Security Agreement, dated as of March 19, 2019, by and between the Administrative Agent and Waxing the City Worldwide, LLC, which was recorded in the USPTO on May 2, 2019 at Reel 6635, Frame 0664, (xiii) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Waxing the City Worldwide, LLC, which was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0301 and (xiv) the Trademark Security Agreement, dated as of January 20, 2017, by and between the Administrative Agent and Waxing the City Worldwide, LLC, which was recorded in the USPTO on January 20, 2017 at Reel 5973, Frame 0344 (the foregoing Trademark Security Agreements set forth in clauses (i) through (xiv) above, collectively, the “Trademark Security Agreements”); and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Released Collateral and reassign any and all rights in the same to Grantor.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified in the Credit Agreement, the Security Agreement or the Trademark Security Agreements, as applicable.
2. Release of Security Interest. The Administrative Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in each Grantor’s right, title and interest in, to and under the Released Collateral, including under the Credit Agreement, the Security Agreement and the Trademark Security Agreements, and (ii) reassigns any and all such right, title, and interest (if any) that the Administrative Agent may have in, to or under the Released Collateral to the applicable Grantor. Any right, title, or interest of the Administrative Agent in, to or under such Released Collateral shall hereby cease and become void.
3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.
4. Recordation. The Administrative Agent hereby authorizes each Grantor or any of such Grantor’s authorized representatives to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the

Administrative Agent's security interest in the Released Collateral and (iii) otherwise record or file this Release in the applicable governmental office or agency.

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

GOLUB CAPITAL LLC, as Administrative Agent

By: 




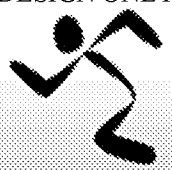
Name: Marc C. Robinson

Title: Senior Managing Director



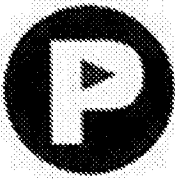
SCHEDULE I

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS


Owner: ANYTIME FITNESS, LLC

Mark	Application No.	Filing Date	Registration No.	Registration Date	Status
ANYTIME FITNESS	78120117	04/08/02	2814114	02/10/04	Registered
ANYTIME FITNESS	86139155	12/10/13	4587873	08/19/14	Registered
	78971981	09/12/06	3302636	10/02/07	Registered
ANYTIME FITNESS EXPRESS	77087843	01/22/07	3316351	10/23/07	Registered
ANYTIME HEALTH	77736094	05/13/09	3883689	11/30/10	Registered
MASSAGE ANYTIME	85415059	09/05/11	4193314	08/21/12	Cancelled
PEOPLE, PURPOSE, PROFITS, PLAY	85545586	02/17/12	4526247	05/06/14	Registered
ROEI: PEOPLE, PURPOSE, PROFITS, PLAY	85545603	02/17/12			Abandoned
SGT29	85711008	08/23/12			Cancelled
	85336101	06/02/11			Cancelled
THE CLUB FOR BUSY PEOPLE					
	85245649	02/18/11	4354388	06/18/13	Registered
	85607391	04/25/12	4339889	05/21/13	Registered
DESIGN ONLY					
	87214330	10/25/16	5213862	05/30/17	Registered
CLUB HUB	86657358	6/10/15	4957606	5/10/16	Registered
HEARTFIRST CHARITABLE FOUNDATION	86498802	1/8/15	5060222	10/11/16	Registered
MEMBER EXPERIENCE	86232745	3/26/14	4721452	4/14/15	Cancelled
GET TO A HEALTHIER PLACE	86221073	3/14/14	4749189	6/2/15	Registered

Owner: ANYTIME HEALTH, LLC


Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
DESIGN ONLY 	87200632	10/12/16	5221932	06/13/17	Registered
FITNESSCLASS	85853976	2/19/13	4524387	5/6/14	Canceled
FITNESSBUILDER	85338723	6/6/11	4294199	2/26/13	Registered
YOU PUMP	78899341	6/2/06	3360835	12/25/07	Canceled
P 	78881719	5/11/06	3293917	9/18/07	Registered
P 	78881652	5/11/06	3332588	11/6/07	Registered
PUMPONE	78861753	4/14/06	3293850	9/18/07	Registered
PUMPONE	78861756	4/14/06	3337082	11/13/07	Registered

Owner: ANYTIME WORLDWIDE, LLC


Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
SELF ESTEEM BRANDS 	86662090	6/15/15	5138262	2/7/17	Registered
SELF ESTEEM BRANDS	85/871561	03/08/13	5166637	03/21/17	Registered

Owner: BASECAMP FITNESS, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
BASECAMP BaseCamp	77610537	11/09/08	3635120	06/09/09	Registered

DESIGN ONLY 	86186823	02/06/14	4646648	11/25/14	Registered
DETHRONE BASECAMP	85857637	02/22/13	4410778	10/01/13	Canceled



Owner: PROVISION SECURITY SOLUTIONS, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
PROVISION SECURITY	88267646	01/18/19	5833391	08/13/19	Registered
	85/645472	06/07/12	4411895	10/01/13	Registered

Owner: STRONGER U LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
STRONGER U	90244769	10/9/20	6482586	09/14/21	Registered





Owner: THE BAR METHOD FRANCHISING, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
BAR 	85733285	09/19/12	4431143	11/12/13	Registered
BAR MOVE	86134166	12/03/13	4575293	07/29/14	Registered
THE BAR METHOD 	85471516	11/14/11	4281521	01/29/13	Registered
THE BAR METHOD	77136349	03/21/07	3361568	01/01/08	Registered

Owner: VANTAGE POINT APPAREL & PROMOTIONAL PRODUCTS, LLC OR THE SUCCESSOR-IN-INTEREST THERETO

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status of Mark
VANTAGE POINT APPAREL & PROMOTIONAL PRODUCTS	77/528424	07/22/08	3723281	12/08/09	Canceled

Owner: WAXING THE CITY WORLDWIDE, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
LET'S GO THERE	87617655	09/21/17	5531820	07/31/18	Registered
CERANARANJA	87078459	06/21/16	5277727	08/29/17	Registered
SERIOUS ABOUT SMOOTH	86589118	4/7/15	4855047	11/17/15	Registered
BODACIAL	86/089668	10/11/13	4795856	08/18/15	Registered
CERAZUL	77/903240	12/30/09	3924079	02/22/11	Cancelled
CEROLOGIST: EXPERTS IN WAX	77/536536	07/31/08	3622115	05/19/09	Cancelled
CEROLOGY	85/966190	06/21/13	4475000	01/28/2014	Registered
CEROLOGY: ARTOF THE NEW YOU	77/536366	07/31/08	3586657	03/10/09	Cancelled
	77925470	02/01/10	3828338	08/03/10	Cancelled
	77/925460	02/01/10	3828337	08/03/10	Cancelled
	77/924446	01/31/10	3872498	11/09/10	Cancelled
	77/903255	12/30/09	3872425	11/09/10	Cancelled
WAXING THE CITY	77/271399	09/04/07	3562047	01/13/09	Registered
WAXING UNIVERSITY	77/712128	04/12/09	3694430	10/06/09	Registered