

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM693704

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Back-up Security Interest in Trademarks
<b>SEQUENCE:</b>	9

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SELF ESTEEM BRANDS, LLC		11/24/2021	Limited Liability Company: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	ANYTIME FITNESS FRANCHISOR LLC
<b>Street Address:</b>	111 Weir Drive
<b>City:</b>	Woodbury
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55125
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4587873	ANYTIME FITNESS
Registration Number:	3302636	ANYTIME FITNESS
Registration Number:	2814114	ANYTIME FITNESS
Registration Number:	3316351	ANYTIME FITNESS EXPRESS
Registration Number:	3883689	ANYTIME HEALTH
Registration Number:	4957606	CLUB HUB
Registration Number:	5213862	
Registration Number:	4354388	
Registration Number:	4749189	GET TO A HEALTHIER PLACE
Registration Number:	4339889	HEART FIRST EXERCISING GENEROSITY
Registration Number:	5060222	HEARTFIRST CHARITABLE FOUNDATION
Registration Number:	4526247	PEOPLE, PURPOSE, PROFITS, PLAY
Registration Number:	5221932	

**CORRESPONDENCE DATA**

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.*

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**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

<b>ATTORNEY DOCKET NUMBER:</b>	17514-147
<b>NAME OF SUBMITTER:</b>	Jamiesyn D. Aliano
<b>SIGNATURE:</b>	/Jamiesyn D. Aliano/
<b>DATE SIGNED:</b>	12/09/2021

**Total Attachments: 5**

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**NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (US)**

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of November 24, 2021, by SELF ESTEEM BRANDS, LLC, a Minnesota limited liability company located at 111 Weir Drive, Woodbury, MN 55125 (“Grantor”), in favor of ANYTIME FITNESS FRANCHISOR LLC, a Delaware limited liability company located at 111 Weir Drive, Woodbury, MN 55125 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Anytime Fitness Pre-Contribution Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds derived from or related thereto, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

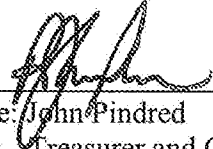
4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

SELF ESTEEM BRANDS, LLC

By: \_\_\_\_\_

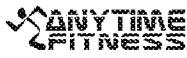

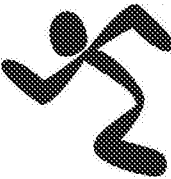
  
Name: John Pindred



Title: Treasurer and Chief Financial  
Officer

*[Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (US) (Pre-Contribution)]*

**TRADEMARK**  
**REEL: 007524 FRAME: 0956**

**Schedule 1  
Trademarks**

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
United States	ANYTIME FITNESS	86139155	10-DEC-2013	4587873	19-AUG-2014
United States	ANYTIME FITNESS 	78971981	12-SEP-2006	3302636	02-OCT-2007
United States	ANYTIME FITNESS	78120117	08-APR-2002	2814114	10-FEB-2004
United States	ANYTIME FITNESS EXPRESS	77087843	22-JAN-2007	3316351	23-OCT-2007
United States	ANYTIME HEALTH	77736094 13-MAY-2009	13-MAY-2009	3883689	30-NOV-2010
United States	CLUB HUB	86657358	10-JUN-2015	4957606	10-MAY-2016
United States	<i>Design Only</i> 	87214330	25-OCT-2016	5213862	30-MAY-2017
United States	<i>Design Only</i> 	85245649	18-FEB-2011	4354388	18-JUN-2013
United States	GET TO A HEALTHIER PLACE	86221073	14-MAR-2014	4749189	02-JUN-2015

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
United States	HEART FIRST EXERCISING GENEROSITY 	85607391	25-APR-2012	4339889	21-MAY-2013
United States	HEARTFIRST CHARITABLE FOUNDATION	86498802	08-JAN-2015	5060222	11-OCT-2016
United States	PEOPLE, PURPOSE, PROFITS, PLAY	85545586	17-FEB-2012	4526247	06-MAY-2014
United States	ANYTIME FITNESS	86139155	10-DEC-2013	4587873	19-AUG-2014
United States	<i>Design Only</i> 	87200632	12-OCT-2016	5221932	13-JUN-2017