

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	18		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANYTIME FITNESS FRANCHISOR LLC		11/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
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		
<i>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.</i>			

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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

ATTORNEY DOCKET NUMBER:	17514-147
NAME OF SUBMITTER:	Jamiesyn D. Aliano
SIGNATURE:	/Jamiesyn D. Aliano/
DATE SIGNED:	12/10/2021

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (US)

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of November 24, 2021, by ANYTIME FITNESS FRANCHISOR LLC, a Delaware limited liability company located at 111 Weir Drive, Woodbury, MN 55125 (“Grantor”), in favor of CITIBANK, N.A. (“Citibank”), as trustee located at 388 Greenwich Street, New York, New York 10013 (“Trustee”).

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

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 24, 2021, by and among the Grantor and the other Guarantors, in favor of the Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, 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 with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Base Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *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 U.S.C. Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), *provided that* at such time as the grant and/or enforcement of the security interest will not cause such application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of November 24, 2021, by and among SEB Funding LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Base Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Base Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’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 in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee 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 Base Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Base Indenture or the Guarantee and Collateral Agreement.

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

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 one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

ANYTIME FITNESS FRANCHISOR LLC,
as Grantor

By: _____


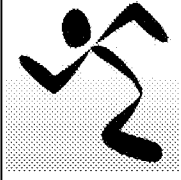
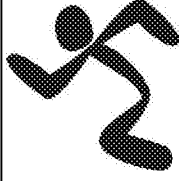

Name: John Pindred



Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (US)]

TRADEMARK
REEL: 007525 FRAME: 0262

**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