

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		11/07/2022	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	In-Shape Solutions, LLC, successor-in-interest to In-Shape Health Clubs, LLC
<b>Street Address:</b>	2800 W MARCH LN STE 220
<b>City:</b>	Stockton
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95219
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	5575819	360FIT
Registration Number:	4778649	YOGASHAPE
Registration Number:	4512979	9-MINUTE CORE CIRCUIT
Registration Number:	4429788	LIVE IN-SHAPE
Registration Number:	4419875	IS IN-SHAPE FIT
Registration Number:	4408589	IS IN-SHAPE FIT
Registration Number:	4377902	29-MINUTE CIRCUIT
Registration Number:	4142446	LIVE THE LIFE YOU WANT...GET IN SHAPE!
Registration Number:	4032957	FITSTART
Registration Number:	3566972	IN-SHAPE SPORT
Registration Number:	3566971	IN-SHAPE SPORTS CLUB
Registration Number:	3566964	IN-SHAPE FITNESS
Registration Number:	2142636	IS
Registration Number:	2105607	IN SHAPE
Registration Number:	1814118	IN SHAPE CITY
Registration Number:	5726808	29-MINUTE CIRCUIT
Registration Number:	5702401	IS IN-SHAPE
Registration Number:	5653203	360FIT

CH \$465.00 5575819

**CORRESPONDENCE DATA****Fax Number:** 6172359493*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:** 212-841-0406**Email:** melissa.karasavidis@ropesgray.com**Correspondent Name:** Melissa Karasavidis, Ropes & Gray LLP**Address Line 1:** 1211 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10036-8704**ATTORNEY DOCKET NUMBER:** 114335-0037-008**NAME OF SUBMITTER:** Melissa Karasavidis**SIGNATURE:** /Melissa Karasavidis/**DATE SIGNED:** 11/07/2022**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**  
**NOTICE OF TERMINATION AND RELEASE**

This NOTICE OF TERMINATION AND RELEASE (“**Notice of Termination and Release**”) is dated November 7, 2022, and made by In-Shape Solutions, LLC, a Delaware limited liability company, as successor-in-interest to In-Shape Health Clubs, LLC, a California limited liability company (“**Grantor**”).

**WITNESSETH**

WHEREAS, on December 7, 2018, Grantor and Bank of America, N.A., as Administrative Agent (“**Secured Party**”) entered into a Notice of Grant of Security Interest in Trademarks (the “**Agreement**”), relating to certain U.S. trademarks and trademark applications owned at the time by Grantor as identified in the attached Exhibit A, with reference to a Security and Pledge Agreement dated as of December 7, 2018 by and among the Obligors party thereto and Bank of America, N.A., as Administrative Agent for the holders of the Obligations referenced therein (the “**Security Agreement**”);

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on December 7, 2018, at Reel 6496/Frame 0766;

WHEREAS, Grantor was released from its obligations under the Agreement and Security Agreement pursuant to Paragraph 11 of that certain Sale Order of the United States Bankruptcy Court for the District of Delaware dated February 19, 2021, relevant excerpts of which are attached hereto as Exhibit B (the “**Sale Order**”);

WHEREAS, pursuant to the Sale Order, all of Secured Party’s security interests in the trademarks and trademark registrations set forth on Exhibit A, including all goodwill associated therewith (collectively, the “**Trademarks**”), have been terminated and released; and

WHEREAS, pursuant to Paragraph 10 of the Sale Order, Grantor is authorized to execute and file this Notice of Termination and Release on behalf of Secured Party with respect to the Trademarks;

NOW, THEREFORE, Grantor hereby provides notice on behalf of itself and Secured Party that the security interests granted pursuant to the Agreement and the Security Agreement, including the security interests in the Trademarks, have been terminated and released.

In-Shape Solutions, LLC,  
as successor-in-interest to In-Shape Health Clubs, LLC

By:   
Paul Rothbard, CEO

**EXHIBIT A**  
**TRADEMARKS**

<b>Mark</b>	<b>U.S. Registration Number</b>	<b>Reg. Date</b>
360FIT and Design	5575819	October 2, 2018
YOGASHAPE	4778649	July 21, 2015
9-MINUTE CORE CIRCUIT	4512979	April 8, 2014
LIVE IN-SHAPE	4429788	November 5, 2013
IS IN-SHAPE FIT and Design	4419875	October 15, 2013
IS IN-SHAPE FIT and Design	4408589	September 24, 2013
29-MINUTE CIRCUIT	4377902	July 30, 2013
LIVE THE LIFE YOU WANT ... GET IN SHAPE!	4142446	May 15, 2012
FITSTART	4032957	October 4, 2011
IN-SHAPE SPORT	3566972	January 27, 2009
IN-SHAPE SPORTS CLUB	3566971	January 27, 2009
IN-SHAPE FITNESS	3566964	January 27, 2009
IS and Design	2142636	March 10, 1998
IN SHAPE	2105607	October 14, 1997
IN SHAPE CITY (Stylized)	1814118	December 28, 1993
29-MINUTE CIRCUIT	5726808	April 16, 2019
IS IN-SHAPE and Design	5702401	March 19, 2019
360FIT and Design	5653203	January 15, 2019

**EXHIBIT B**

**EXCERPTS FROM SALE ORDER**

See attached.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

IN-SHAPE HOLDINGS, LLC *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-13130 (LSS)  
(Jointly Administered)

Related to Docket Nos. 15, 18, 180, 258 & 279

**ORDER (A) AUTHORIZING AND APPROVING THE SALE  
OF PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS,  
CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) AUTHORIZING  
AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF**

This matter is before the Court on the motion (the “Sale Motion”)<sup>2</sup>, dated December 16, 2020, of the above captioned debtors and debtors in possession (each, a “Debtor,” and collectively, the “Debtors”), for entry of an order (this “Sale Order”), pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”): (a) approving the Asset Purchase Agreement, as such agreement may have been amended (the “Final APA”), attached hereto as **Exhibit A**, by and between the Debtors and In-Shape Acquisition 2021, LLC (the “Purchaser”) pursuant to which the Purchaser has offered to acquire the Purchased Assets, (b) granting the Debtors authority to sell substantially all of their assets as further set forth in the Final APA free and clear of liens, liabilities, claims, interests and encumbrances, (c) authorizing the Debtors to assume and assign the Purchased Contracts to the

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s U.S. tax identification number are as follows: In-Shape Holdings, LLC (8112); In-Shape Health Clubs, LLC (2059); In-Shape Personal Training, LLC (7962). The notice address for the Debtors is 6507 Pacific Avenue, #344, Stockton, California 95207.

<sup>2</sup> Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the Final APA and the Sale Motion, and to the extent of any inconsistency, the Final APA shall govern.

in which such Liens, Claims or interests are asserted, subject to the terms thereof, with the same validity, force and effect, and in the same order of priority, which such Liens, Claims or interests now have against the Purchased Assets, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto. Upon the Closing, the Purchaser shall take title to and possession of the Purchased Assets subject only to the Permitted Liens and Assumed Liabilities.

7. All persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Purchaser or its assignee at the Closing. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, Claims or other interests in the Purchased Assets, if any, as such Liens, Claims or interests may have been recorded or may otherwise exist.

8. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Sellers' interests in the Purchased Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Final APA.

9. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record except those assumed as Assumed Liabilities or Permitted Liens.

10. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, or interests in, all or any portion of the Purchased Assets (other than statements or documents with respect to Permitted Liens) shall not have delivered to the Debtors

prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all liens or interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors are hereby authorized and directed, and the Purchaser is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

11. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Liens, Claims or other interest of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, other than Permitted Liens and Assumed Liabilities, shall have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Final APA.

12. Upon the Closing, no Pre-Petition Secured Lender, agent under the Pre-Petition Credit Facility, DIP Lender, or agent under the DIP Loan Agreement shall hold any lien on or