

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERION INVESTMENT PARTNERS III, L.P.		09/29/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	CORNERSTONE FITNESS - TEXAS, LLC		
Street Address:	3300 East 1st Avenue		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4573688	TRU FIT ATHLETIC CLUBS	
Registration Number:	4744227	I2T	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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>			
Phone:	6099877050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein		
Address Line 1:	100 Lenox Drive		
Address Line 2:	Suite 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
NAME OF SUBMITTER:	Elliott J. Stein		
SIGNATURE:	/varlawyer/		
DATE SIGNED:	11/08/2023		
Total Attachments: 2			
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source=MERION-CornerstoneFitness-Signed Trademark Release-09292023 (1)#page2.tif			

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**TERMINATION OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of September 29, 2023, between Cornerstone Fitness - Texas LLC, a Texas limited liability company ("**Borrower**") and Merion Investment Partners III, L.P., a Delaware limited partnership, as agent ("**Merion**").

WHEREAS, the parties are party to that certain Patent and Trademark Security Agreement, dated as of September 19, 2017 (the "**Security Agreement**"); and

WHEREAS, the parties hereto desire to terminate all of their rights and obligations under the Security Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, hereby agree as follows:

1. **Termination.** The parties hereto agree that the Security Agreement shall be automatically terminated, shall have no further force or effect, and none of the parties thereto shall have any rights, obligations or liabilities thereunder or with respect thereto.

2. **Complete Agreement.** This Agreement embodies the complete agreement and understanding among the parties hereto and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

3. **Successors and Assigns.** This Agreement is intended to bind, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

4. **Counterparts; Governing Law.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all of which together constitute one (1) and the same instrument. This Agreement may be executed by facsimile or .pdf signature by any party and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to conflict of laws provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Termination of Patent and Trademark Security Agreement to be executed by their duly authorized representatives to be effective as of the date first written above.

CORNERSTONE FITNESS - TEXAS LLC

DocuSigned by:
John Martus
By: _____
Name: John Martus
Title: Chief Financial Officer

MERION INVESTMENT PARTNERS III, L.P.

By: Merion Financial Partners III, L.P.
Its: General Partner

By: Phineas Management, LLC
Its: General Partner

Anthony Caringi
By: _____
Name: Anthony Caringi
Title: Member