

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI93215

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release (Reel/Frame 7349/0598)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Bank of Canada		03/13/2024	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	American Service Finance, LLC		
<b>Street Address:</b>	3601 Walnut Street		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80205		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Company Name:</b>	Technique Fitness, Inc.		
<b>Street Address:</b>	3601 Walnut Street		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80205		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5410127	CLUB OS	
<b>Registration Number:</b>	5424370	SELL MORE. DO LESS.	
<b>Registration Number:</b>	4835338	ASF	
<b>Registration Number:</b>	2728792	ASF INTERNATIONAL	
<b>Registration Number:</b>	2609386	CLUBPRO 3000	
<b>Registration Number:</b>	2547128	PASS A FRIEND	
<b>Registration Number:</b>	2547129	PASS A FRIEND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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:** 2127013569  
**Email:** dka@cahill.com,ipteam@cogencyglobal.com  
**Correspondent Name:** Doris Ka  
**Address Line 1:** 32 Old Slip  
**Address Line 4:** New York, NEW YORK 10005

**ATTORNEY DOCKET NUMBER:** 46510.0032

**NAME OF SUBMITTER:** Andrew Hackett

**SIGNATURE:** Andrew Hackett

**DATE SIGNED:** 03/14/2024

**Total Attachments: 5**

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of March 13, 2024 (the “Effective Date”), is made by Royal Bank of Canada, in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor parties identified on the signature page hereto (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Collateral Agreement, dated as of July 6, 2021, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), the Grantors executed and delivered a Trademark Security Agreement, dated as of July 6, 2021 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademark registrations and applications set forth Schedule I attached hereto (the “Released Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 8, 2021 at Reel/Frame 7349/0598.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Trademarks. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its Security Interest in the Released Trademark Collateral arising under the Collateral Agreement and the Trademark Security Agreement, as applicable, and any right, title or interest of the Collateral Agent in the Released Trademark Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Collateral Agreement or the Trademark Security Agreement, as applicable, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

4. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

5. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

6. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**ROYAL BANK OF CANADA, acting in its  
capacity as Collateral Agent**

By: Casey Clark  
Name: Casey Clark  
Title: Associate Director

GRANTORS:  
AMERICAN SERVICE FINANCE, LLC  
TECHNIQUE FITNESS, INC.

[Signature Page to Release of Security Interest in Specified Trademarks]

**TRADEMARK**  
**REEL: 008369 FRAME: 0432**

Schedule I

Registrations:

Trademark	Owner	Trademark Number	Registration Date
CLUB OS	Technique Fitness, Inc.	Reg. #5410127	2/27/2018
Sell More. Do Less.	Technique, Fitness Inc.	Reg #5424370	3/13/2018
ASF	American Service Finance, LLC	Reg. # 4835338	10/20/2015
ASF International	American Service Finance, LLC	Reg. # 2728792	6/24/2003
CLUBPRO 3000	American Service Finance, LLC	Reg. #2609386	8/20/2002
PASS A FRIEND	American Service Finance, LLC	Reg. #2547128	3/12/2002
PASS A FRIEND (Stylized logo)	American Service Finance, LLC	Reg. #2547129	3/12/2002