

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank of Massachusetts		11/13/2013	Bank: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	FitCorp Healthcare Centers, Inc.		
Street Address:	800 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3120276	FITCORP	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	093121/0005		
NAME OF SUBMITTER:	Samantha J. Himelman		
Signature:	/sjh/		

Date:

11/18/2013

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

WHEREAS **FitCorp Healthcare Centers, Inc.**, a Massachusetts corporation with principal offices at 800 Boylston Street, Boston, Massachusetts 02199 (the "Grantor"), entered into a certain security agreement dated February 10, 2006 (the "Security Agreement") with **Citizens Bank of Massachusetts**, a Massachusetts bank with principal offices at 28 State Street, Boston, Massachusetts 02109 (the "Security Agent"), notice of which was recorded on February 15, 2006 at the Trademark Division of the United States Patent and Trademark Office at Reel 3305, Frame 0391.

WHEREAS, Grantor granted the Security Agent, under the terms of the Supplemental Trademark Security Agreement, a continuing security interest (the "Security Interest") in favor of the Security Agent, in and to certain of Grantor's intellectual property, including without limitation the trademarks listed in **Schedule A** (collectively, the "Trademarks") and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks.

WHEREAS, the Security Agent has agreed to terminate and release its security interest in all such Trademarks as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Security Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges any and all of its interest in the intellectual property of the Grantor, including the Trademarks, and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, and assigns, transfers and conveys to Grantor any interest in such intellectual property, including the Security Interest and any other liens. The Security Agent further hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Grantor and its successors and assigns in association with the Security Interest, and hereby releases the Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest. The Security Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Security Agent's security interest in the released intellectual property described herein.

**[Remainder of this page intentionally left blank; signature page follows]**

**CITIZENS BANK OF MASSACHUSETTS,**  
as Security Agent

By: Veronica M. Alger

Name: Veronica M. Alger  
Title: Vice President

**Schedule A**

**Trademarks**

<b>Mark</b>	<b>Serial #</b>	<b>Filing Date</b>	<b>Reg #</b>	<b>Reg Date</b>
FITCORP	78684421	8/3/2005	3120276	7/25/2006