

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snap Fitness, Inc.		12/23/2013	CORPORATION: MINNESOTA
Kosama Holdings, LLC		12/23/2013	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp.		
Street Address:	10 Bank Street, 12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4264992	FITWARE	
Registration Number:	4261791	FITWARE	
Registration Number:	4309747	KOSAMA	
Registration Number:	4161460	KOSAMA	
Serial Number:	85607805	KOSAMA	
Registration Number:	3919465	KOSAMA COMPLETE BODY TRANSFORMATION	
Serial Number:	85607813	KOSAMA COMPLETE BODY TRANSFORMATION	
Registration Number:	3919466	KOSAMA COMPLETE BODY TRANSFORMATION	
Registration Number:	4219000	KOSAMA LEAN	
Registration Number:	3107672	SNAP FITNESS	
Registration Number:	3391628	SNAP FITNESS	
Registration Number:	3084847	SNAP FITNESS FAST CONVENIENT AFFORDABLE	
Registration Number:	4257406	YOU'VE NEVER LOOKED LIKE THIS BECAUSE YO	

TRADEMARK

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:**

28514/135

**NAME OF SUBMITTER:**

Diane Cassinelli

**Signature:**

/Diane Cassinelli/

**Date:**

12/27/2013

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23<sup>rd</sup> day of December, 2013, by and between SNAP FITNESS, INC., a Minnesota corporation ("Snap"), KOSAMA HOLDINGS, LLC, a Minnesota limited liability company ("Kosama", and together with Snap, each a "Grantor" and collectively, the "Grantors") and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for the lenders under the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Agent").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Lift Brands, Inc., a Delaware corporation (the "Borrower"), Snap Fitness Holdings, Inc., a Delaware corporation (the "Parent"), the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain of Grantors' affiliates shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of December 23, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark;

provided however that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Agent, the Lenders, or either of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new United States federal trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each such Grantor shall give notice in writing to Agent with respect to any such new trademarks in accordance with Section 4.5(d) of the Security Agreement. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes Agent, upon notice to Grantors, to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver

an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.


8. **CONTROLLING LAW.** This Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SNAP FITNESS, INC., a Minnesota corporation

By:   
Name: Peter Taunton  
Title: President

KOSAMA HOLDINGS, LLC, a Minnesota limited liability company

By:   
Name: Peter Taunton  
Title: President

[Signature Page to Trademark Security Agreement]

AGENT:

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By:   
Ivelin M. Dimitrov  
Chief Investment Officer

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. Federal Trademark Registrations/Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
FITWARE	85/119001	30-Aug-2010	4264992	25-Dec-2012	Snap Fitness, Inc.
FITWARE & Design	85/119066	30-Aug-2010	4261791	18-Dec-2012	Snap Fitness, Inc.
KOSAMA	85/355268	24-Jun-2011	4309747	26-Mar-2013	Kosama Holdings, LLC
KOSAMA	85/975864	24-Jun-2011	4161460	19-Jun-2012	Kosama Holdings, LLC
KOSAMA	85/607805	25-Apr-2012			Kosama Holdings, LLC
KOSAMA COMPLETE BODY TRANSFORMATION	85/071989	25-Jun-2010	3919465	15-Feb-2011	Kosama Holdings, LLC
KOSAMA COMPLETE BODY TRANSFORMATION & Design	85/607813	25-Apr-2012			Kosama Holdings, LLC
KOSAMA COMPLETE BODY TRANSFORMATION and Shield Design	85/071993	25-Jun-2010	3919466	15-Feb-2011	Kosama Holdings, LLC
KOSAMA LEAN	85/355263	24-Jun-2011	4219000	2-Oct-2012	Kosama Holdings, LLC
SNAP FITNESS	78/372519	23-Feb-2004	3107672	20-Jun-2006	Snap Fitness, Inc.
SNAP FITNESS & Design	77/226199	10-Jul-2007	3391628	4-Mar-2008	Snap Fitness, Inc.
SNAP FITNESS FAST CONVENIENT AFFORDABLE & Design	78/546847	13-Jan-2005	3084847	25-Apr-2006	Snap Fitness, Inc.
YOU'VE NEVER LOOKED LIKE THIS BECAUSE YOU'VE NEVER TRAINED LIKE THIS!	85/607420	25-Apr-2012	4257406	11-Dec-2012	Kosama Holdings, LLC