

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406851

| | | | |
|-----------------------------------|--|--|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Trademark Collateral | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Obsidian Agency Services, Inc. | | 11/29/2016 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | VP Parent Holdings, Inc. | | |
| Street Address: | 492 Old Connecticut Path | | |
| City: | Framingham | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01701 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | Virgin Pulse, Inc. | | |
| Street Address: | 492 Old Connecticut Path | | |
| City: | Framingham | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01701 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3279568 | HEALTHMILES | |
| Registration Number: | 3285805 | TAKE CHARGE TRACK RESULTS EARN REWARDS | |
| Registration Number: | 3461818 | GOZONE | |
| Registration Number: | 3566614 | GET ACTIVE. GET REWARDS. | |
| Registration Number: | 3566615 | LIVE LIFE LIVELY | |
| Registration Number: | 3566616 | HEALTHMILES | |
| Registration Number: | 3566617 | HEALTHZONE | |
| Registration Number: | 3962308 | PAY-FOR-PREVENTION | |
| Serial Number: | 86057542 | CHANGING LIVES FOR GOOD | |
| Serial Number: | 86057676 | CHANGING LIVES FOR GOOD | |
| Serial Number: | 86057682 | CHANGING LIVES FOR GOOD | |
| Serial Number: | 86057685 | CHANGING LIVES FOR GOOD | |
| Serial Number: | 86057686 | CHANGING LIVES FOR GOOD. MAKING COMPANIE | |
| TRADEMARK | | | |

CH \$415.00 3279568

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86057692 | CHANGING LIVES FOR GOOD. MAKING COMPANIE |
| Serial Number: | 86057694 | CHANGING LIVES FOR GOOD. MAKING COMPANIE |
| Serial Number: | 86057697 | CHANGING LIVES FOR GOOD. MAKING COMPANIE |

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Meghan Hungate c/o Willkie Farr & Gallag

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 123488.00008 MHH |
| NAME OF SUBMITTER: | Meghan M. Hungate |
| SIGNATURE: | /meghanmhungate/ |
| DATE SIGNED: | 11/29/2016 |

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of November 29, 2016 (“Effective Date”), by **OBSIDIAN AGENCY SERVICES, INC.**, a California corporation (“Obsidian”), in its capacity as collateral agent for the Lenders, as such term is defined in the below defined Credit Agreement (together with its successors in such capacity, “Grantee”), in favor of **VP PARENT HOLDINGS, INC.**, a Delaware corporation (“Holdings”), **VIRGIN PULSE, INC.**, a Delaware corporation (“Borrower”) and the other Subsidiaries of Holdings and each other entity from time to time party to the below defined Trademark Security Agreement (together with the Borrower and Holdings, each a “Grantor”, and collectively, the “Grantors”).

WHEREAS, reference is made to (a) that certain Guarantee and Collateral Agreement dated as of May 21, 2015 (as supplemented by Supplement No. 1 dated as of March 23, 2016 executed by ShapeUp, Inc. and as further amended, restated, supplemented or otherwise modified from time to time) among Obsidian, as administrative agent, Grantee, Holdings and Borrower, among others, and (b) that certain Credit Agreement, dated as of May 21, 2015 (as amended by that certain Amendment Number One to Credit Agreement, dated as of February 22, 2016, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the lenders party thereto, Obsidian, as administrative agent, Grantee, Holdings, and Borrower;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of May 21, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), by and among Grantors and Grantee, Grantors granted to Grantee a security interest in all of Grantors’ right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark and trademark licenses listed on **Schedule 1** hereto.

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

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.
2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors’ expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature page follows]

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

OBSIDIAN AGENCY SERVICES, INC.,
a California Corporation

By: 
Name: Philip Tseng
Title: Vice President

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

TRADEMARK
REEL: 005929 FRAME: 0374

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL

Trademarks

| <u>Record Owner</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Issue Date</u> |
|--------------------------|--|-----------------|-------------------------------------|
| Virgin Healthmiles, Inc. | HEALTHMILES | 3279568 | 8/14/2007 |
| Virgin Healthmiles, Inc. | TAKE CHARGE TRACK RESULTS EARN REWARDS | 3285805 | 8/28/2007 *Registration Canceled |
| Virgin Pulse, Inc. | GOZONE | 3461818 | 7/8/2008 |
| Virgin Healthmiles, Inc. | GET ACTIVE. GET REWARDS | 3566614 | 1/27/2009 |
| Virgin Healthmiles, Inc. | LIVE LIFE LIVELY | 3566615 | 1/27/2009 |
| Virgin Pulse, Inc. | HEALTHMILES | 3566616 | 1/27/2009 |
| Virgin Pulse, Inc. | HEALTHZONE | 3566617 | 1/27/2009 |
| Virgin Healthmiles, Inc. | PAY-FOR-PREVENTION | 3962308 | 5/17/2011 |

Trademark Applications

| | | | <u>Application Date</u> |
|--------------------|---|------------|-------------------------|
| Virgin Pulse, Inc. | CHANGING LIVES FOR GOOD | 86/057,542 | |
| Virgin Pulse, Inc. | CHANGING LIVES FOR GOOD | 86/057,676 | 9/6/2013 |
| Virgin Pulse, Inc. | CHANGING LIVES FOR GOOD | 86/057,682 | 9/6/2013 |
| Virgin Pulse, Inc. | CHANGING LIVES FOR GOOD | 86/057,685 | 9/6/2013 |
| Virgin Pulse, Inc. | CHANGING LIVES FOR GOOD | 86/057,686 | 9/6/2013 |
| Virgin Pulse, Inc. | CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER. | 86/057,692 | 9/6/2013 |
| Virgin Pulse, Inc. | CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER. | 86/057,694 | 9/6/2013 |
| Virgin Pulse, Inc. | CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER. | 86/057,697 | 9/6/2013 |

Trademark Licenses

Trademark License Agreement relating to the VIRGIN PULSE trademark between Virgin Enterprises Limited, a company registered in England and Wales, and Virgin Pulse, Inc. dated May 21, 2015.