

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406906

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:	Shapeup, Inc.		
Street Address:	111 Chestnut Street		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3796222	SHAPE UP THE NATION	
Registration Number:	4222693	SHAPEUP	
Registration Number:	4222653	SHAPEUP	
Registration Number:	4791129	SOCIAL WELLNESS	
Serial Number:	85819332	SOCIAL WELLNESS	
Serial Number:	86424609	EMPOWER	
Serial Number:	86814840	SHAPEUP	
Serial Number:	86814823	SHAPEUP	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	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		

CH \$215.00 3796222

SIGNATURE:	/meghanhungate/
DATE SIGNED:	11/29/2016
Total Attachments: 3 source=ShapeUp - Trademark Termination and Release#page1.tif source=ShapeUp - Trademark Termination and Release#page2.tif source=ShapeUp - Trademark Termination and Release#page3.tif	

**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 **SHAPEUP, INC.**, a Delaware corporation, and each other entity from time to time party to the below defined Trademark Security Agreement (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 Grantor and as further amended, restated, supplemented or otherwise modified from time to time) among Obsidian, as administrative agent, Grantee, VP Parent Holdings, Inc. (“Holdings”) and Virgin Pulse, Inc. (“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 Tse
Title: Vice President

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

TRADEMARK
REEL: 005929 FRAME: 0801

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

Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ShapeUp, Inc.	SHAPE UP THE NATION	6/1/2010	3,796,222
ShapeUp, Inc.		10/9/2012	4,222,693
ShapeUp, Inc.	SHAPEUP	10/9/2012	4,222,653
ShapeUp, Inc.	SOCIAL WELLNESS	8/11/2015	4,791,129

Trademark Applications

<u>Record Owner</u>	<u>Mark</u>	<u>App. Date</u>	<u>App. No.</u>
ShapeUp, Inc.	SOCIAL WELLNESS	1/9/2013	85/819332
ShapeUp, Inc.	EMPOWER	10/15/2014	86/424609
ShapeUp, Inc.	SHAPEUP (STYLIZED)	11/10/2015	86/814840
ShapeUp, Inc.	SHAPEUP	11/10/2015	86/814823

U.S. Application Serial No. 86/424,609 for the mark EMPOWER is the subject of a refusal and suspension by the U.S. Patent & Trademark Office.

Trademark Licenses

None.