

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693304

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GOLUB CAPITAL LLC | | 11/24/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BASECAMP FITNESS, LLC | | |
| Street Address: | 111 Weir Drive | | |
| City: | Woodbury | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55125 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3635120 | BASECAMP | |
| Registration Number: | 4646648 | | |
| Registration Number: | 4410778 | DETHRONE BASECAMP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124920072 | | |
| <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: | 2123733072 | | |
| Email: | jaliano@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com, ebensoul@paulweiss.com | | |
| Correspondent Name: | Jamiesyn D. Aliano | | |
| Address Line 1: | 1285 Avenue of the Americas | | |
| Address Line 2: | Paul Weiss Rifkind Wharton & Garrison LLP | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 17514-147 | | |
| NAME OF SUBMITTER: | Jamiesyn D. Aliano | | |
| SIGNATURE: | /Jamiesyn D. Aliano/ | | |
| DATE SIGNED: | 12/08/2021 | | |
| Total Attachments: 8 | | | |

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 24, 2021, is from **GOLUB CAPITAL LLC**, as Administrative Agent (in such capacity, the “Administrative Agent”) in favor of each of the Persons listed on Schedule I hereto (the “Grantors”).

WITNESSETH:

WHEREAS, pursuant to (i) the Credit Agreement, dated as of February 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as of January 20, 2017, the “Credit Agreement”), by and among the Lenders, the Administrative Agent, the Borrowers and the other Loan Parties thereto, (ii) the Security Agreement, dated as of February 28, 2014 (the “Security Agreement”), by and among the Grantors, Administrative Agent and the other Persons party thereto and (iii) the Trademark Security Agreements (as defined below), each Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in certain collateral, including all right, title and interest of such Grantor in and to the following (all of the following items or types of property herein collectively referred to as the “Released Collateral”):

- (i) such Grantor’s federal Trademark registrations and Trademark applications referred to in Schedule I annexed hereto; and
- (ii) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of the federal Trademark registrations and Trademark applications referred to in Schedule I annexed hereto;

WHEREAS, the following agreements were recorded in the Trademark Division of the United States Patent and Trademark Office (the “USPTO”): (i) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Anytime Fitness, LLC, which was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0203, (ii) the Trademark Security Agreement, dated as of January 20, 2017, by and between the Administrative Agent and Anytime Fitness, LLC, which was recorded in the USPTO on January 20, 2017 at Reel 5970, Frame 0325, (iii) the Trademark Security Agreement, dated as of January 20, 2017, by and between the Administrative Agent and Anytime Health, LLC, which was recorded in the USPTO on January 20, 2017 at Reel 5972, Frame 0226, (iv) the Trademark Security Agreement, dated as of March 19, 2019, by and between the Administrative Agent and Anytime Worldwide, LLC, which was recorded in the USPTO on May 2, 2019 at Reel 6635, Frame 0641, (v) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Anytime Worldwide, LLC, which was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0337, (vi) the Trademark Security Agreement, dated as of October 22, 2018, by and between the Administrative Agent and Basecamp Fitness, LLC, which was recorded in the USPTO on October 25, 2018 at Reel 6465, Frame 0732, (vii) the Trademark Security Agreement, dated as of March 19, 2019, by and between the Administrative Agent and Provision Security Solutions, LLC, which was recorded in the USPTO on May 2, 2019 at Reel 6635, Frame 0735, (viii) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Provision Security Solutions, LLC, which

was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0315, (ix) the Trademark Security Agreement, dated as of June 15, 2021, by and between the Administrative Agent and Stronger U LLC, which was recorded in the USPTO on June 15, 2021 at Reel 7327, Frame 0135, (x) the Trademark Security Agreement, dated as of September 23, 2019, by and between the Administrative Agent and The Bar Method Franchising Inc., which was recorded in the USPTO on September 23, 2019 at Reel 6752, Frame 0260, (xi) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Vantage Point Apparel & Promotional Products, LLC, which was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0327, (xii) the Trademark Security Agreement, dated as of March 19, 2019, by and between the Administrative Agent and Waxing the City Worldwide, LLC, which was recorded in the USPTO on May 2, 2019 at Reel 6635, Frame 0664, (xiii) the Trademark Security Agreement, dated as of February 28, 2014, by and between the Administrative Agent and Waxing the City Worldwide, LLC, which was recorded in the USPTO on February 28, 2014 at Reel 5227, Frame 0301 and (xiv) the Trademark Security Agreement, dated as of January 20, 2017, by and between the Administrative Agent and Waxing the City Worldwide, LLC, which was recorded in the USPTO on January 20, 2017 at Reel 5973, Frame 0344 (the foregoing Trademark Security Agreements set forth in clauses (i) through (xiv) above, collectively, the “Trademark Security Agreements”); and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Released Collateral and reassign any and all rights in the same to Grantor.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified in the Credit Agreement, the Security Agreement or the Trademark Security Agreements, as applicable.
2. Release of Security Interest. The Administrative Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in each Grantor’s right, title and interest in, to and under the Released Collateral, including under the Credit Agreement, the Security Agreement and the Trademark Security Agreements, and (ii) reassigns any and all such right, title, and interest (if any) that the Administrative Agent may have in, to or under the Released Collateral to the applicable Grantor. Any right, title, or interest of the Administrative Agent in, to or under such Released Collateral shall hereby cease and become void.
3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.
4. Recordation. The Administrative Agent hereby authorizes each Grantor or any of such Grantor’s authorized representatives to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the

Administrative Agent's security interest in the Released Collateral and (iii) otherwise record or file this Release in the applicable governmental office or agency.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GOLUB CAPITAL LLC, as Administrative Agent

By: 




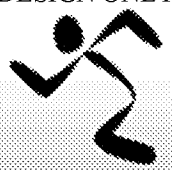
Name: Marc C. Robinson

Title: Senior Managing Director



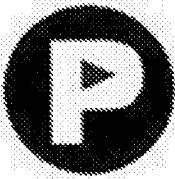
SCHEDULE I

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS


Owner: ANYTIME FITNESS, LLC

| Mark | Application No. | Filing Date | Registration No. | Registration Date | Status |
|---|------------------------|--------------------|-------------------------|--------------------------|---------------|
| ANYTIME FITNESS | 78120117 | 04/08/02 | 2814114 | 02/10/04 | Registered |
| ANYTIME FITNESS | 86139155 | 12/10/13 | 4587873 | 08/19/14 | Registered |
|  | 78971981 | 09/12/06 | 3302636 | 10/02/07 | Registered |
| ANYTIME FITNESS EXPRESS | 77087843 | 01/22/07 | 3316351 | 10/23/07 | Registered |
| ANYTIME HEALTH | 77736094 | 05/13/09 | 3883689 | 11/30/10 | Registered |
| MASSAGE ANYTIME | 85415059 | 09/05/11 | 4193314 | 08/21/12 | Cancelled |
| PEOPLE, PURPOSE, PROFITS, PLAY | 85545586 | 02/17/12 | 4526247 | 05/06/14 | Registered |
| ROEI: PEOPLE, PURPOSE, PROFITS, PLAY | 85545603 | 02/17/12 | | | Abandoned |
| SGT29 | 85711008 | 08/23/12 | | | Cancelled |
| | 85336101 | 06/02/11 | | | Cancelled |
| THE CLUB FOR BUSY PEOPLE | | | | | |
|  | 85245649 | 02/18/11 | 4354388 | 06/18/13 | Registered |
|  | 85607391 | 04/25/12 | 4339889 | 05/21/13 | Registered |
| DESIGN ONLY | | | | | |
|  | 87214330 | 10/25/16 | 5213862 | 05/30/17 | Registered |
| CLUB HUB | 86657358 | 6/10/15 | 4957606 | 5/10/16 | Registered |
| HEARTFIRST CHARITABLE FOUNDATION | 86498802 | 1/8/15 | 5060222 | 10/11/16 | Registered |
| MEMBER EXPERIENCE | 86232745 | 3/26/14 | 4721452 | 4/14/15 | Cancelled |
| GET TO A HEALTHIER PLACE | 86221073 | 3/14/14 | 4749189 | 6/2/15 | Registered |

Owner: ANYTIME HEALTH, LLC


| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark |
|--|-----------------|------------------|------------------|-------------------|----------------|
| DESIGN ONLY  | 87200632 | 10/12/16 | 5221932 | 06/13/17 | Registered |
| FITNESSCLASS | 85853976 | 2/19/13 | 4524387 | 5/6/14 | Canceled |
| FITNESSBUILDER | 85338723 | 6/6/11 | 4294199 | 2/26/13 | Registered |
| YOU PUMP | 78899341 | 6/2/06 | 3360835 | 12/25/07 | Canceled |
| P  | 78881719 | 5/11/06 | 3293917 | 9/18/07 | Registered |
| P  | 78881652 | 5/11/06 | 3332588 | 11/6/07 | Registered |
| PUMPONE | 78861753 | 4/14/06 | 3293850 | 9/18/07 | Registered |
| PUMPONE | 78861756 | 4/14/06 | 3337082 | 11/13/07 | Registered |

Owner: ANYTIME WORLDWIDE, LLC


| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark |
|---|-----------------|------------------|------------------|-------------------|----------------|
| SELF ESTEEM BRANDS  | 86662090 | 6/15/15 | 5138262 | 2/7/17 | Registered |
| SELF ESTEEM BRANDS | 85/871561 | 03/08/13 | 5166637 | 03/21/17 | Registered |

Owner: BASECAMP FITNESS, LLC

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark |
|----------------------|-----------------|------------------|------------------|-------------------|----------------|
| BASECAMP BaseCamp | 77610537 | 11/09/08 | 3635120 | 06/09/09 | Registered |

| | | | | | |
|--|----------|----------|---------|----------|------------|
| DESIGN ONLY  | 86186823 | 02/06/14 | 4646648 | 11/25/14 | Registered |
| DETHRONE BASECAMP | 85857637 | 02/22/13 | 4410778 | 10/01/13 | Canceled |



Owner: PROVISION SECURITY SOLUTIONS, LLC

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark |
|---|-----------------|------------------|------------------|-------------------|----------------|
| PROVISION SECURITY | 88267646 | 01/18/19 | 5833391 | 08/13/19 | Registered |
|  | 85/645472 | 06/07/12 | 4411895 | 10/01/13 | Registered |

Owner: STRONGER U LLC

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark |
|------------|-----------------|------------------|------------------|-------------------|----------------|
| STRONGER U | 90244769 | 10/9/20 | 6482586 | 09/14/21 | Registered |





Owner: THE BAR METHOD FRANCHISING, LLC

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark |
|---|-----------------|------------------|------------------|-------------------|----------------|
| BAR  | 85733285 | 09/19/12 | 4431143 | 11/12/13 | Registered |
| BAR MOVE | 86134166 | 12/03/13 | 4575293 | 07/29/14 | Registered |
| THE BAR METHOD  | 85471516 | 11/14/11 | 4281521 | 01/29/13 | Registered |
| THE BAR METHOD | 77136349 | 03/21/07 | 3361568 | 01/01/08 | Registered |

Owner: VANTAGE POINT APPAREL & PROMOTIONAL PRODUCTS, LLC OR THE SUCCESSOR-IN-INTEREST THERETO

| Trademark | Application No. | Filing Date | Registration No. | Registration Date | Status of Mark |
|--|-----------------|-------------|------------------|-------------------|----------------|
| VANTAGE POINT APPAREL & PROMOTIONAL PRODUCTS | 77/528424 | 07/22/08 | 3723281 | 12/08/09 | Canceled |

Owner: WAXING THE CITY WORLDWIDE, LLC

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark |
|---|-----------------|------------------|------------------|-------------------|----------------|
| LET'S GO THERE | 87617655 | 09/21/17 | 5531820 | 07/31/18 | Registered |
| CERANARANJA | 87078459 | 06/21/16 | 5277727 | 08/29/17 | Registered |
| SERIOUS ABOUT SMOOTH | 86589118 | 4/7/15 | 4855047 | 11/17/15 | Registered |
| BODACIAL | 86/089668 | 10/11/13 | 4795856 | 08/18/15 | Registered |
| CERAZUL | 77/903240 | 12/30/09 | 3924079 | 02/22/11 | Cancelled |
| CEROLOGIST: EXPERTS IN WAX | 77/536536 | 07/31/08 | 3622115 | 05/19/09 | Cancelled |
| CEROLOGY | 85/966190 | 06/21/13 | 4475000 | 01/28/2014 | Registered |
| CEROLOGY: ARTOF THE NEW YOU | 77/536366 | 07/31/08 | 3586657 | 03/10/09 | Cancelled |
|  | 77925470 | 02/01/10 | 3828338 | 08/03/10 | Cancelled |
|  | 77/925460 | 02/01/10 | 3828337 | 08/03/10 | Cancelled |
|  | 77/924446 | 01/31/10 | 3872498 | 11/09/10 | Cancelled |
|  | 77/903255 | 12/30/09 | 3872425 | 11/09/10 | Cancelled |
| WAXING THE CITY | 77/271399 | 09/04/07 | 3562047 | 01/13/09 | Registered |
| WAXING UNIVERSITY | 77/712128 | 04/12/09 | 3694430 | 10/06/09 | Registered |