

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tivity Health, Inc.		06/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street, Floor 33		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4679824		
Registration Number:	5582433	FITNESS YOUR WAY	
Registration Number:	6175502	FITNESS YOUR WAY	
Registration Number:	5814475	FLIP50	
Registration Number:	3438189	FOREVER FIT	
Registration Number:	3382837	PRIME	
Registration Number:	6390092	PRIME GO	
Registration Number:	4701620	PROGRAM ADVISOR	
Registration Number:	2086072	SILVERSNEAKERS	
Registration Number:	6283347	SILVERSNEAKERS BOOM	
Registration Number:	5004694	SILVERSNEAKERS FLEX	
Registration Number:	4814475	SILVERSNEAKERS STABILITY	
Registration Number:	3823807	SILVERSNEAKERS STEPS	
Registration Number:	2674857	SILVERSPLASH	
Registration Number:	5586941	TIVITY HEALTH	
Registration Number:	5586942	TIVITY HEALTH	
Registration Number:	5751760	TIVITY HEALTH	
Registration Number:	5751761	TIVITY HEALTH	
Registration Number:	5813969	WHOLEHEALTH LIVING	

CH \$515.00 4679824

Property Type	Number	Word Mark
Registration Number:	5551631	WHOLEHEALTH LIVING CHOICES
CORRESPONDENCE DATA		
Fax Number:		
<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:	3127646944	
Email:	TMaloney@KSLaw.com	
Correspondent Name:	Timothy Maloney	
Address Line 1:	110 North Wacker Drive, Suite 3800	
Address Line 4:	Chicago, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	C/M#: 33465.515003	
NAME OF SUBMITTER:	Timothy Maloney	
SIGNATURE:	/Timothy Maloney/	
DATE SIGNED:	06/28/2022	
Total Attachments: 6		
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 28, 2022, is made by TIVITY HEALTH, INC., a Delaware corporation (the “Grantor”), in favor of HPS INVESTMENT PARTNERS, LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of June 28, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TIVITY HEALTH OPCO PARENT, INC., a Delaware corporation (“Holdings”), TITAN-ATLAS MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), TIVITY HEALTH, INC., a Delaware corporation (the “Company” and following the merger with the Initial Borrower, as successor to the Initial Borrower by operation of law, the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”), HPS INVESTMENT PARTNERS, LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties and TRUIST BANK, as revolver agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of June 28, 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register

trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TIVITY HEALTH, INC.,
a Delaware corporation,
as the Grantor

By: 

Name: Richard Ashworth

Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

HPS INVESTMENT PARTNERS, LLC,
as the Collateral Agent



By: 
Name: Michael Fenstermacher
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007764 FRAME: 0084

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Registration Date	Registration No.	Registered Owner
Design Only 	27-JAN-2015	4679824	TIVITY HEALTH, INC.
FITNESS YOUR WAY	09-OCT-2018	5582433	TIVITY HEALTH, INC.
FITNESS YOUR WAY	13-OCT-2020	6175502	TIVITY HEALTH, INC.
FLIP50	23-JUL-2019	5814475	TIVITY HEALTH, INC.
FOREVER FIT	27-MAY-2008	3438189	TIVITY HEALTH, INC.
PRIME	12-FEB-2008	3382837	TIVITY HEALTH, INC.
PRIME GO	15-JUN-2021	6390092	TIVITY HEALTH, INC.
PROGRAM ADVISOR	10-MAR-2015	4701620	TIVITY HEALTH, INC.
SILVERSNEAKERS	05-AUG-1997	2086072	TIVITY HEALTH, INC.
SILVERSNEAKERS BOOM	02-MAR-2021	6283347	TIVITY HEALTH, INC.
SILVERSNEAKERS FLEX	19-JUL-2016	5004694	TIVITY HEALTH, INC.
SILVERSNEAKERS STABILITY	15-SEP-2015	4814475	TIVITY HEALTH, INC.
SILVERSNEAKERS STEPS	27-JUL-2010	3823807	TIVITY HEALTH, INC.
SILVERSPLASH	14-JAN-2003	2674857	TIVITY HEALTH, INC.
TIVITY HEALTH 	16-OCT-2018	5586941	TIVITY HEALTH, INC.

Mark	Registration Date	Registration No.	Registered Owner
TIVITY HEALTH	16-OCT-2018	5586942	TIVITY HEALTH, INC.
TIVITY HEALTH tivity HEALTH	14-MAY-2019	5751760	TIVITY HEALTH, INC.
TIVITY HEALTH	14-MAY-2019	5751761	TIVITY HEALTH, INC.
WHOLEHEALTH LIVING	23-JUL-2019	5813969	TIVITY HEALTH, INC.
WHOLEHEALTH LIVING CHOICES	28-AUG-2018	5551631	TIVITY HEALTH, INC.