

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gympass US, LLC		07/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC		
Street Address:	150 South Fifth Street		
Internal Address:	Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5671638	GYMPASS	
Registration Number:	6247733	GYMPASS	
Serial Number:	90524298	WELLZ	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	35619.46		
NAME OF SUBMITTER:	Juliana Gaines		
SIGNATURE:	/Juliana Gaines/		
DATE SIGNED:	07/08/2022		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 8, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Gympass US, LLC, a Delaware limited liability company (the “*Grantor*”) in favor of Acquiom Agency Services LLC, a Colorado limited liability company, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations, recordings and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “*USPTO*”) (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and

(ii) to the extent not otherwise included, all Proceeds and products of, and all Supporting Obligations for, any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, (i) the security interest granted under this Agreement shall not extend to, and the definition of "Trademark Collateral" and definitions of and references to asset categories in the definition of Collateral and elsewhere in this Agreement or any agreement entered into or pursuant to this Agreement shall not include, any Excluded Assets and (ii) no provision of this Agreement including, without limitation, any representation, warranty or covenant shall apply to any Excluded Assets.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement. The Grantor agrees to cooperate as reasonably requested by the Administrative Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations (other than unasserted contingent indemnification and reimbursement obligations for which no claim has been asserted) and the termination of the Commitments of the Lenders under the Credit Agreement. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GYMPASS US, LLC, as Grantor

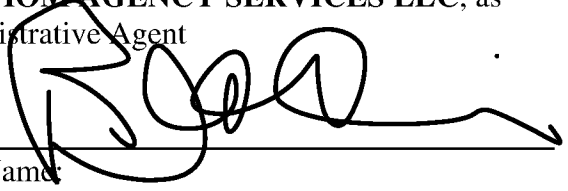
By: 
Name: Cesar Carvalho
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Acknowledged and Agreed:

ACQUIOM AGENCY SERVICES LLC, as
Administrative Agent

By: 
Name:
Title:

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Trademark	App No.	Registration No.	Status
GYMPASS	87389055	5671638	Registered
GYMPASS	88651568	6247733	Registered
WELLZ	90524298	N/A	Pending

Non-U.S. Trademarks and Trademark Applications

Trademark	App. No.	Registration No.	Country	Status
GYMPASS	3874697	N/A	Argentina	Pending
GYMPASS	3874698	3170049	Argentina	Registered
GYMPASS	3874696	3170048	Argentina	Registered
GYMPASS	919481493	919481493	Brazil	Registered
GYMPASS	2030724	N/A	Canada	Pending
GYMPASS	1344892	1328386	Chile	Registered
GYMPASS	42663107	42663107	China	Registered
GYMPASS	SD2019/0106332	N/A	Colombia	Pending
GYMPASS	018202671	018202671	EUTM	Registered
GYMPASS	4381221	4381221	India	Registered
GYMPASS	4381220	4381220	India	Registered
GYMPASS	2310924	2125358	Mexico	Registered
GYMPASS	2310927	2120251	Mexico	Registered
GYMPASS	2310922	2102467	Mexico	Registered
GYMPASS	833697	32741	Peru	Registered
GYMPASS	42020502708	N/A	Philippines	Pending
GYMPASS	2020722133	815703	Russian Federation	Registered
GYMPASS	UK00918202671	UK00918202671	United Kingdom	Registered
GYMPASS	UK00003436191	UK00003436191	United Kingdom	Registered
GYMPASS.COM & Design (Color)	1646014	1584594	Mexico	Registered
GYMPASS.COM & Design (Color)	1646018	1596778	Mexico	Registered
GYMPASS.COM & Design (Color)	1646015	1587660	Mexico	Registered
WELLZ	4035539	N/A	Argentina	Pending
WELLZ	4035540	N/A	Argentina	Pending
WELLZ	4035538	N/A	Argentina	Pending

Schedule A

Trademark	App. No.	Registration No.	Country	Status
WELLZ	922280789	N/A	Brazil	Pending
WELLZ	922280878	N/A	Brazil	Pending
WELLZ	922280657	N/A	Brazil	Pending
WELLZ	2122694	N/A	Canada	Pending
WELLZ	1466899	N/A	Chile	Pending
WELLZ	018400631	018400631	EUTM	Registered
WELLZ	2498759	2241140	Mexico	Registered
WELLZ	2498760	2241141	Mexico	Registered
WELLZ	2498757	2241139	Mexico	Registered
WELLZ	UK00003595499	UK00003595499	United Kingdom	Registered
(GYMPASS in Chinese Characters)	42638788	42638788	China	Registered
(GYMPASS in Chinese Characters)	42645667	42645667	China	Registered

Schedule A

4139-0856-4536.4

RECORDED: 07/08/2022

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