

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		12/10/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FITSTAR, INC.
Street Address:	80 Langton Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	CORPORATION: DELAWARE
Name:	Fitbit, Inc.
Street Address:	405 Howard Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4492419	FITBIT FORCE
Registration Number:	4380130	FITBIT ONE
Registration Number:	4413639	FITBIT ZIP
Registration Number:	4507210	FITBIT FLEX
Registration Number:	4343562	ARIA
Registration Number:	4343563	FITBIT
Registration Number:	3732334	FITBIT
Serial Number:	86331285	MOBILERUN
Serial Number:	86298916	FITBIT CHARGE
Serial Number:	86298924	FITBIT SURGE
Serial Number:	86298938	PUREPULSE
Serial Number:	86133604	FITBIT
Serial Number:	86133607	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86133621	
Serial Number:	85644027	FITLY
Serial Number:	85644025	FITSTAR
Serial Number:	85649137	FITCLOUD

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F160058
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	12/11/2015

Total Attachments: 4

- source=FitBit, Inc. - Trademark Release (Executed)#page1.tif
- source=FitBit, Inc. - Trademark Release (Executed)#page2.tif
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of December 10, 2015 (“Effective Date”) by Morgan Stanley Senior Funding, Inc. (the “Administrative Agent”) in favor of FitBit, Inc. (the “Borrower”) and FitStar, Inc. (each a “Grantor” and collectively, the “Grantors”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below).

WHEREAS, the Borrower, the Administrative Agent and the Lenders entered into that certain Revolving Credit and Guaranty Agreement, dated August 13, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”);

WHEREAS, to secure the payment and performance of the Borrower’s obligations under the Credit Agreement and the other Loan Documents, the Grantors agreed under (i) the Security Agreement, dated August 13, 2014 (the “Security Agreement”) and (ii) the Assumption Agreement, dated April 10, 2015 (the “Assumption Agreement”), as applicable, to grant to the Administrative Agent (as administrative agent and for the ratable benefit of the Lenders) a security interest in certain Intellectual Property of the Grantors;

WHEREAS, pursuant to the Security Agreement, that certain Trademark Security Agreement, dated August 13, 2014 (the “FitBit Trademark Security Agreement”) was entered into by the Borrower and the Administrative Agent to record the security interest with respect to the Trademark Collateral (as defined in the FitBit Trademark Security Agreement), including those items set forth on Schedule A hereto, and was recorded with the United States Patent and Trademark Office on August 13, 2014, at Reel 5343, Frame 0086;

WHEREAS, pursuant to the Security Agreement and Assumption Agreement, that certain Trademark Security Agreement, dated April 10, 2015 (the “FitStar Trademark Security Agreement” and, together with the FitBit Trademark Security Agreement, each a “Trademark Security Agreement” and collectively, the “Trademark Security Agreements”) was entered into by FitStar, Inc. and the Administrative Agent to record the security interest with respect to the Trademark Collateral (as defined in the FitStar Trademark Security Agreement), including those items set forth on Schedule A hereto, and was recorded with the United States Patent and Trademark Office on April 14, 2015, at Reel 5497, Frame 0050; and

WHEREAS, the Borrower has satisfied the terms of the Credit Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral (as defined in the FitBit Trademark Security Agreement) and the Trademark Collateral (as defined in the FitStar Trademark Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and the Lenders (i) terminates each Trademark Security Agreement and releases and re-assigns to Grantors any and all liens, security interests, right, title and interest it may have in, to and under the Trademark Collateral (as defined in the FitBit Trademark Security Agreement) and the Trademark Collateral (as defined in the FitStar Trademark Security Agreement), together with the goodwill of the business symbolized thereby; (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantors; and (iii) authorizes and requests that the United States Patent and Trademark Office record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent’s rights under the Security Agreement and Assumption

Agreement with respect to the Trademark Collateral (as defined in the FitBit Trademark Security Agreement) and the Trademark Collateral (as defined in the FitStar Trademark Security Agreement).

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.

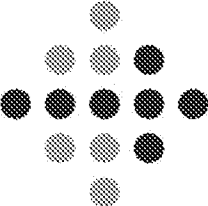
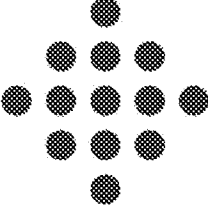
MORGAN STANLEY SENIOR FUNDING INC.

By: 

Name: STEPHEN B. KIM

Title: VP

Schedule A

Mark	Appl. No.	Appl. Date	Registration No.	Registration Date	Owner
MOBILERUN	86331285	7/8/2014	N/A	N/A	FitBit, Inc.
FITBIT CHARGE	86298916	6/3/2014	N/A	N/A	Fitbit, Inc.
FITBIT SURGE	86298924	6/3/2014	N/A	N/A	Fitbit, Inc.
PUREPULSE	86298938	6/3/2014	N/A	N/A	Fitbit, Inc.
FITBIT	86133604	12/3/2013	N/A	N/A	Fitbit, Inc.
Design 	86133607	12/3/2013	N/A	N/A	Fitbit, Inc.
Design 	86133621	12/3/2013	N/A	N/A	Fitbit, Inc.
FITBIT FORCE	85854784	2/20/2013	4492419	3/4/2014	Fitbit, Inc.
FITBIT ONE	85813093	12/31/2012	4380130	8/6/2013	Fitbit, Inc.
FITBIT ZIP	85813068	12/31/2012	4413639	10/8/2013	Fitbit, Inc.
FITBIT FLEX	85811829	12/28/2012	4507210	4/1/2014	Fitbit, Inc.
ARIA	85549189	2/22/2012	4343562	5/28/2013	Fitbit, Inc.
FITBIT	85549196	2/22/2012	4343563	5/28/2013	Fitbit, Inc.
FITBIT	77549355	8/18/2008	3732334	12/29/2009	Fitbit, Inc.
FITLY	85644027	6/5/2012	N/A	N/A	FitStar, Inc.
FITSTAR	85644025	6/5/2012	N/A	N/A	FitStar, Inc.
FITCLOUD	85649137	6/12/2012	N/A	N/A	FitStar, Inc.