

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anytime Health, LLC		01/20/2017	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87200632		
Serial Number:	86534830	CLASSPASS	
Registration Number:	4524387	FITNESSCLASS	
Registration Number:	4294199	FITNESSBUILDER	
Registration Number:	3360835	YOUPUMP	
Registration Number:	3293917	P	
Registration Number:	3332588	P	
Registration Number:	3293850	PUMPONE	
Registration Number:	3337082	PUMPONE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-107		

CH \$240.00 87200632

NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	01/20/2017
Total Attachments: 5 source=Trademark Security Agreement (Anytime Health)#page1.tif source=Trademark Security Agreement (Anytime Health)#page2.tif source=Trademark Security Agreement (Anytime Health)#page3.tif source=Trademark Security Agreement (Anytime Health)#page4.tif source=Trademark Security Agreement (Anytime Health)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2017, is between ANYTIME HEALTH, LLC, a Minnesota limited liability company (the "Grantor"), and GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the federal Trademark registrations and Trademark applications for registration listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Self Esteem Brands, LLC, a Minnesota limited liability company ("Initial Borrower"; Initial Borrower and each Person that executes and delivers a Borrower Joinder Agreement and becomes a party to the Credit Agreement as a "Borrower", collectively, the "Borrowers" and each individually a "Borrower"), Initial Borrower, as Borrower Representative, the other Loan Parties from time to time party thereto, the Lenders and Grantee providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of February 28, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantor in and to the Trademarks, and all proceeds thereof, to secure the payment of the Obligations; and

WHEREAS, Grantee desires to record with the United States Patent and Trademark Office a document to reflect such security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

Grantor does hereby grant to Grantee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (1) each federal Trademark registration and Trademark application referred to in **Schedule 1** annexed hereto; and

(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding the foregoing, no security interest shall be granted under this Trademark Security Agreement and the Trademark Collateral shall not include (i) any Trademark License entered into by Grantor that prohibits or requires the consent of any Person other than Grantor, another Loan Party or their respective affiliates which has not been obtained as a condition to the creation by Grantor of a Lien on any right, title or interest in such Trademark License, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirements of Law and (ii) any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase or limit the rights and obligations of Grantee or the rights and obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall control.

Upon the Termination Date: (i) at Grantor's sole cost and expense, the Grantee shall promptly execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form and in form and substance reasonably acceptable to Grantor releasing the security interest in the Trademark Collateral under this Trademark Security Agreement, and (ii) the security interest in and to Grantor's right, title and interest in and to the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to the Grantor.

This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank; signature page follows]

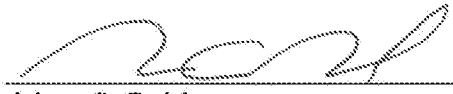
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

ANYTIME HEALTH, LLC, a Minnesota limited liability company

By: 
Name: Charles Runyon
Title: President/Chief Manager

Acknowledged:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

SCHEDULE 1

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
DESIGN ONLY	87200632	10/12/16	N/A	N/A	Pending
CLASSPASS	86534830	2/13/15	N/A	N/A	Pending
FITNESSCLASS	85853976	2/19/13	4524387	5/6/14	Registered
FITNESSBUILDER	85338723	6/6/11	4294199	2/26/13	Registered
YOU PUMP	78899341	6/2/06	3360835	12/25/07	Registered
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