

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anytime Fitness, LLC		02/28/2014	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Administrative Agent
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2814114	ANYTIME FITNESS
Serial Number:	86139155	ANYTIME FITNESS
Registration Number:	3302636	ANYTIME FITNESS
Registration Number:	3316351	ANYTIME FITNESS EXPRESS
Registration Number:	3883689	ANYTIME HEALTH
Registration Number:	4193314	MASSAGE ANYTIME
Serial Number:	85545586	PEOPLE, PURPOSE, PROFITS, PLAY
Serial Number:	85545603	ROEI: PEOPLE, PURPOSE, PROFITS, PLAY
Serial Number:	85711008	SGT29
Serial Number:	85336101	THE CLUB FOR BUSY PEOPLE
Registration Number:	4354388	
Registration Number:	4339889	HEART FIRST EXERCISING GENEROSITY

CORRESPONDENCE DATA

CH \$315.00 2814114

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	02/28/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014, is between ANYTIME FITNESS, 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 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 even date herewith (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 FITNESS, LLC, a Minnesota
limited liability company

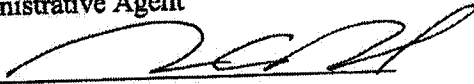
By: 

Name: Charles Runyon

Title: Chief Executive Officer
and Chief Manager

Acknowledged:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 




Name: Marc C. Robinson
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 005227 FRAME: 0208

SCHEDULE 1

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
ANYTIME FITNESS	United States	78120117	04/08/02	2814114	02/10/04
ANYTIME FITNESS	United States	86139155	12/10/13		
	United States	78971981	09/12/06	3302636	10/02/07
ANYTIME FITNESS EXPRESS	United States	77087843	01/22/07	3316351	10/23/07
ANYTIME HEALTH	United States	77736094	05/13/09	3883689	11/30/10
MASSAGE ANYTIME	United States	85415059	09/05/11	4193314	08/21/12
PEOPLE, PURPOSE, PROFITS, PLAY	United States	85545586	02/17/12		
ROEI: PEOPLE, PURPOSE, PROFITS, PLAY	United States	85545603	02/17/12		
SGT29	United States	85711008	08/23/12		
THE CLUB FOR BUSY PEOPLE	United States	85336101	06/02/11		
	United States	85245649	02/18/11	4354388	06/18/13
	United States	85607391	04/25/12	4339889	05/21/13

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