

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Confirmatory Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		10/06/2020	Banking Corporation: GERMANY

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4273390	UXF
Registration Number:	3357678	COMPANIESGETFIT
Registration Number:	3320465	NO SWEAT FITNESS FOR THE REST OF US
Registration Number:	3345217	COMPANIESGETFIT.COM
Registration Number:	3035330	TOWN SPORTS INTERNATIONAL HEALTH DEVELOP
Registration Number:	3053486	SPORTS CLUBS FOR KIDS
Registration Number:	3053462	SPORTS CLUBS FOR KIDS
Registration Number:	3008637	TRAIN YOUR HEAD
Registration Number:	2690385	NYSC
Registration Number:	2396940	WHERE YOU LIVE. WHERE YOU WORK.
Registration Number:	2370104	THERE'S A MILLION REASONS TO JOIN
Registration Number:	2224136	NYSC NEW YORK SPORTS CLUBS
Registration Number:	2225662	NYSC
Registration Number:	2325163	BSC BOSTON SPORTS CLUB
Registration Number:	2262192	BOSTON SPORTS CLUB
Registration Number:	2548666	WSC
Registration Number:	2606256	WSC WASHINGTON SPORTS CLUBS
Registration Number:	2260453	WASHINGTON SPORTS CLUBS

CH \$740.00 4273390

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2239729	PSC
Registration Number:	2343957	PSC PHILADELPHIA SPORTS CLUB
Registration Number:	2333610	PHILADELPHIA SPORTS CLUBS
Registration Number:	2227597	NEW YORK SPORTS CLUBS
Registration Number:	2227316	NYSC NEW YORK SPORTS CLUBS
Registration Number:	2182153	NYSC
Registration Number:	1806497	TOWN SPORTS INTERNATIONAL
Registration Number:	1801172	TSI
Registration Number:	2212754	BSC
Registration Number:	3120276	FITCORP
Registration Number:	4437123	ULTIMATE FITNESS EXPERIENCE UXF

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06359-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	10/07/2020

Total Attachments: 6

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**Assignment and Assumption of
Confirmatory Grant of Security Interest in United States Trademarks**

This ASSIGNMENT AND ASSUMPTION OF CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Assignment and Assumption") effective as of October 6, 2020 ("Effective Date") is made by Deutsche Bank AG New York Branch, as resigning administrative agent, as assignor ("Assignor"), and Wilmington Savings Fund Society, FSB, a federal savings bank, as successor administrative agent, as assignee ("Assignee");

WHEREAS, TSI Holdings (IP), LLC, a Delaware limited liability company ("Grantor"), and Assignor entered into that certain Grant of Security Interest in United States Trademarks, dated as of November 15, 2013 ("Trademark Security Agreement"), pursuant to that certain Security Agreement dated as of November 15, 2013 among Grantor, the other grantors listed on the signature pages thereto, and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), pursuant to which Assignor received from Grantor a security interest in certain trademark rights set forth in the Trademark Security Agreement, including, but not limited to, the trademarks set forth on Exhibit A ("Trademark Collateral"), which Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November 15, 2013 at Reel 005155, Frame 0259; and

WHEREAS, pursuant to that certain Agency Assignment Agreement dated as of the date hereof by and among Assignor, as resigning administrative agent, and Assignee, as succeeding administrative agent, among other parties ("Instrument"), Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent under the Credit Agreement (as defined in the Security Agreement, the "Credit Agreement") and the other Credit Documents (as defined in the Credit Agreement), including the Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

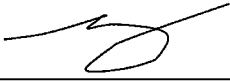
1. Terms not otherwise defined herein shall have the meanings assigned to them under the Security Agreement.
2. Assignor hereby, pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's rights, title, interest, responsibilities, duties and obligations in and to the Trademark Security Agreement.
3. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral registered thereat.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

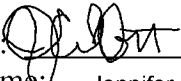
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

DEUTSCHE BANK AG NEW YORK BRANCH

By: 


Name: Philip Tanorra
Vice President
Title: philip.tanorra@db.com
212-250-6576

By: 

Name: Jennifer Culbert - VP
Title: jennifer-a.culbert@db.com
212 250 0738

Accepted:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: 
Name: Raye Goldsborough
Title: Assistant Vice President

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

TRADEMARK
REEL: 007072 FRAME: 0657

Exhibit A

Trademark Collateral

Title	App. No.	App. Date	Reg. No.	Reg. Date
UXF	85/547967	February 21, 2012	4273390	January 8, 2013
COMPANIESGETFIT	78/839839	March 17, 2006	3357678	December 18, 2007
NO SWEAT FITNESS FOR THE REST OF US & DESIGN	78/718144	September 22, 2005	3320465	October 23, 2007
COMPANIESGETFIT.COM	78/581508	March 7, 2005	3345217	November 27, 2007
TOWN SPORTS INTERNATIONAL HEALTH DEVELOPMENT & DESIGN	78/507455	October 28, 2004	3035330	December 27, 2005
SPORTS CLUB FOR KIDS	78/449898	July 13, 2004	3053486	January 31, 2006
SPORTS CLUB FOR KIDS	78/447788	July 8, 2004	3053462	January 31, 2006
TRAIN YOUR HEAD	78/382970	March 12, 2004	3008637	October 25, 2005
NYSC	76/351348	December 19, 2001	2690385	February 25, 2003
WHERE YOU LIVE. WHERE YOU WORK.	75/584488	November 6, 1998	2396940	October 24, 2000
THERE'S A MILLION REASONS TO JOIN	75/575862	October 23, 1998	2370104	July 25, 2000
NYSC NEW YORK SPORTS CLUBS & DESIGN	75/405153	December 15, 1997	2224136	February 16, 1999
NYSC & DESIGN	75/405152	December 15, 1997	2225662	February 23, 1999
BSC BOSTON SPORTS CLUB & DESIGN	75/368394	October 6, 1997	2325163	March 7, 2000
BOSTON SPORTS CLUB	75/368393	October 6, 1997	2262192	July 20, 1999
WSC & DESIGN	75/367069	October 2, 1997	2548666	March 19, 2002
WSC WASHINGTON SPORTS CLUBS & DESIGN	75/367068	October 2, 1997	2606256	August 13, 2002
WASHINGTON SPORTS CLUBS	75/367067	October 2, 1997	2260453	July 13, 1999
PSC & DESIGN	75/353261	September 8, 1997	2239729	April 13, 1999
PSC PHILADELPHIA SPORTS CLUB & DESIGN	75/353260	September 8, 1997	2343957	April 18, 2000
PHILADELPHIA SPORTS CLUBS	75/353259	September 8, 1997	2333610	March 21, 2000
NEW YORK SPORTS CLUBS	75/353258	September 8, 1997	2227597	March 2, 1999

Title	App. No.	App. Date	Reg. No.	Reg. Date
NYSC NEW YORK SPORTS CLUBS & DESIGN	75/301426	June 2, 1997	2227316	March 2, 1999
NYSC	75/301425	June 2, 1997	2182153	August 18, 1998
TOWN SPORTS INTERNATIONAL	74/359262	January 27, 1993	1806497	November 23, 1993
TSI	74/359263	January 27, 1993	1801172	October 26, 1993
BSC & DESIGN	75/368395	October 6, 1997	2212754	December 22, 1998
FITCORP	78/684421	August 3, 2005	3120276	July 25, 2006
ULTIMATE FITNESS EXPERIENCE UXF	85/547995	February 21, 2012	4437123	November 19, 2013