

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FITNESS ANYWHERE LLC		02/13/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2450 COLORADO AVENUE
Internal Address:	SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	NATIONAL BANK: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	4459672	TRX TRAINING ZONE
Registration Number:	4422454	TRX CORE
Registration Number:	4366625	SUSPENSION TRAINING
Registration Number:	4345798	TRX TRAINING CENTER
Registration Number:	4125533	XMOUNT
Registration Number:	4027129	TRX FORCE
Registration Number:	3922984	GET WITH THE MOVEMENT
Registration Number:	3925283	TRX TRAINING CENTER
Registration Number:	4018160	MAKE YOUR BODY YOUR MACHINE
Registration Number:	4103996	FITNESS ANYWHERE
Registration Number:	4011271	X
Registration Number:	4018159	TRX
Registration Number:	3329137	X
Registration Number:	3329136	X
Registration Number:	3255161	SUSPENSION TRAINING
Registration Number:	3255160	SUSPENSION TRAINING
Registration Number:	3202696	TRX
Registration Number:	2953907	VECTOR RESISTANCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2975844	FITNESS ANYWHERE
Registration Number:	4023502	IRON CIRCUIT
Registration Number:	3930500	RIP-COREFX
Registration Number:	4187178	RIP
Registration Number:	4129135	TRXTEAM
Registration Number:	4122238	R4
Registration Number:	3605942	FITNESS ANYWHERE
Registration Number:	3328634	MAKE YOUR BODY YOUR MACHINE
Registration Number:	3476009	FORCE TRAINING KIT
Registration Number:	3384871	TRX
Registration Number:	3463278	MAKE YOUR BODY YOUR MACHINE
Serial Number:	86077418	TRX
Serial Number:	86149817	TRX MAKE YOUR BODY YOUR MACHINE
Serial Number:	86082712	

CORRESPONDENCE DATA

Fax Number: 3104717990

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

Phone: 310-471-3000

Email: rsilva@lsl-la.com

Correspondent Name: LEVY, SMALL & LALLAS

Address Line 1: 815 MORAGA DRIVE

Address Line 4: LOS ANGELES, CALIFORNIA 90049

ATTORNEY DOCKET NUMBER: 2030.5037

NAME OF SUBMITTER: rebecca silva

SIGNATURE: /rebecca silva/

DATE SIGNED: 03/18/2014

Total Attachments: 14

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TRADEMARK

REEL: 005239 FRAME: 0228

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of February 13, 2014, is made by and between Fitness Anywhere LLC having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company, Fitness Anywhere International, LLC and Wells Fargo are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and

letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **[Reserved]**

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, upon the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Company's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks in accordance with the rights and remedies of Wells Fargo as set forth in the Credit Agreement.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement in accordance with the rights and remedies of Wells Fargo as set forth in the Credit Agreement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo and otherwise in accordance with the applicable provisions set forth in the Credit Agreement. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed

hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. JURISDICTION; ARBITRATION, JURY TRIAL WAIVER.

(A) ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE TRIED AND LITIGATED IN THE STATE OF CALIFORNIA AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE CITY OF LOS ANGELES AND THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT WELLS FARGO'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE WELLS FARGO ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE PARTIES HERETO WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.

(B) ARBITRATION. THE PARTIES HERETO AGREE, UPON DEMAND BY ANY PARTY, WHETHER MADE BEFORE THE INSTITUTION OF A JUDICIAL PROCEEDING OR NOT MORE THAN 60 DAYS AFTER SERVICE OF A COMPLAINT, THIRD PARTY COMPLAINT, CROSS-CLAIM, COUNTERCLAIM OR ANY ANSWER THERETO OR ANY AMENDMENT TO ANY OF THE ABOVE TO SUBMIT TO BINDING ARBITRATION ALL CLAIMS, DISPUTES AND CONTROVERSIES BETWEEN OR AMONG THEM (AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, AND OTHER AGENTS), WHETHER IN TORT, CONTRACT OR OTHERWISE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT AND ITS NEGOTIATION, EXECUTION, COLLATERALIZATION, ADMINISTRATION, REPAYMENT, MODIFICATION, EXTENSION, SUBSTITUTION, FORMATION, INDUCEMENT, ENFORCEMENT, DEFAULT OR TERMINATION.

(C) GOVERNING RULES. ANY ARBITRATION PROCEEDING WILL (I) PROCEED IN A LOCATION IN LOS ANGELES, CALIFORNIA SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"); (II) BE GOVERNED BY THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE), NOTWITHSTANDING ANY CONFLICTING CHOICE OF LAW PROVISION IN ANY OF THE DOCUMENTS BETWEEN THE PARTIES; AND (III) BE CONDUCTED BY THE AAA, OR SUCH OTHER ADMINISTRATOR AS THE PARTIES SHALL MUTUALLY AGREE UPON, IN ACCORDANCE WITH THE AAA'S COMMERCIAL DISPUTE RESOLUTION PROCEDURES, UNLESS THE CLAIM OR COUNTERCLAIM IS AT LEAST \$1,000,000.00 EXCLUSIVE OF CLAIMED INTEREST, ARBITRATION FEES AND COSTS IN WHICH CASE THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AAA'S OPTIONAL PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES (THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES OR THE OPTIONAL PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES TO BE REFERRED TO HEREIN, AS APPLICABLE, AS THE "RULES"). IF THERE IS ANY INCONSISTENCY BETWEEN THE TERMS HEREOF AND THE RULES, THE TERMS AND PROCEDURES SET FORTH HEREIN SHALL CONTROL. ANY PARTY WHO FAILS OR REFUSES TO SUBMIT TO ARBITRATION FOLLOWING A DEMAND BY ANY OTHER PARTY SHALL BEAR ALL COSTS AND EXPENSES INCURRED BY SUCH OTHER PARTY IN COMPELLING ARBITRATION OF ANY DISPUTE.

(D) NO WAIVER OF PROVISIONAL REMEDIES, SELF-HELP AND FORECLOSURE. THE ARBITRATION REQUIREMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING TO (I) FORECLOSE AGAINST REAL OR PERSONAL PROPERTY COLLATERAL; (II) EXERCISE SELF-HELP REMEDIES RELATING TO COLLATERAL OR PROCEEDS OF COLLATERAL SUCH AS SETOFF OR REPOSSESSION; OR (III) OBTAIN PROVISIONAL OR ANCILLARY REMEDIES SUCH AS REPLEVIN, WRIT OF POSSESSION, INJUNCTIVE RELIEF, ATTACHMENT, GARNISHMENT OR THE APPOINTMENT OF A RECEIVER. THIS EXCLUSION DOES NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF ANY PARTY TO SUBMIT ANY DISPUTE TO ARBITRATION OR REFERENCE HEREUNDER, INCLUDING THOSE ARISING FROM THE EXERCISE OF THE ACTIONS DETAILED IN SECTIONS (I), (II) AND (III) OF THIS PARAGRAPH.

(E) ARBITRATOR QUALIFICATIONS AND POWERS. ANY ARBITRATION PROCEEDING IN WHICH THE AMOUNT IN CONTROVERSY IS \$5,000,000.00 OR LESS WILL BE DECIDED BY A SINGLE ARBITRATOR SELECTED ACCORDING TO THE RULES, AND WHO SHALL NOT RENDER AN AWARD OF GREATER THAN \$5,000,000.00. ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000.00 SHALL BE DECIDED BY MAJORITY VOTE OF A PANEL OF THREE ARBITRATORS; PROVIDED HOWEVER, THAT ALL THREE ARBITRATORS MUST ACTIVELY PARTICIPATE IN ALL HEARINGS AND DELIBERATIONS, EXCEPT THAT A SINGLE ARBITRATOR MAY DECIDE PRE-HEARING DISCOVERY

DISPUTES. THE ARBITRATOR(S) WILL BE A NEUTRAL ATTORNEY LICENSED IN THE STATE OF CALIFORNIA OR A NEUTRAL RETIRED JUDGE OF THE STATE OR FEDERAL JUDICIARY OF CALIFORNIA, IN EITHER CASE WITH A MINIMUM OF TEN YEARS EXPERIENCE IN THE SUBSTANTIVE LAW APPLICABLE TO THE SUBJECT MATTER OF THE DISPUTE TO BE ARBITRATED. THE ARBITRATOR(S) WILL DETERMINE WHETHER OR NOT AN ISSUE IS ARBITRATABLE AND WILL GIVE EFFECT TO THE STATUTES OF LIMITATION OR REPOSE IN DETERMINING ANY CLAIM. IN ANY ARBITRATION PROCEEDING THE ARBITRATOR(S) WILL DECIDE (BY DOCUMENTS ONLY OR WITH A HEARING AT THE ARBITRATOR'S DISCRETION) ANY PRE-HEARING MOTIONS WHICH ARE SIMILAR TO MOTIONS TO DISMISS FOR FAILURE TO STATE A CLAIM OR MOTIONS FOR SUMMARY ADJUDICATION. THE ARBITRATOR(S) SHALL RESOLVE ALL DISPUTES IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA AND MAY GRANT ANY REMEDY OR RELIEF THAT A COURT OF SUCH STATE COULD ORDER OR GRANT WITHIN THE SCOPE HEREOF AND SUCH ANCILLARY RELIEF AS IS NECESSARY TO MAKE EFFECTIVE ANY AWARD. THE ARBITRATOR(S) SHALL ALSO HAVE THE POWER TO AWARD RECOVERY OF ALL COSTS AND FEES, TO IMPOSE SANCTIONS AND TO TAKE SUCH OTHER ACTION AS THE ARBITRATOR(S) DEEMS NECESSARY TO THE SAME EXTENT A JUDGE COULD PURSUANT TO THE FEDERAL RULES OF CIVIL PROCEDURE, THE CALIFORNIA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF OR PURSUIT OF A PROVISIONAL OR ANCILLARY REMEDY SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CONTROVERSY OR CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS SUCH ACTION FOR JUDICIAL RELIEF.

(F) DISCOVERY. IN ANY ARBITRATION PROCEEDING, DISCOVERY WILL BE PERMITTED IN ACCORDANCE WITH THE RULES. ALL DISCOVERY SHALL BE EXPRESSLY LIMITED TO MATTERS DIRECTLY RELEVANT TO THE DISPUTE BEING ARBITRATED AND MUST BE COMPLETED NO LATER THAN 20 DAYS BEFORE THE HEARING DATE. ANY REQUESTS FOR AN EXTENSION OF THE DISCOVERY PERIODS, OR ANY DISCOVERY DISPUTES, WILL BE SUBJECT TO FINAL DETERMINATION BY THE ARBITRATOR(S) UPON A SHOWING THAT THE REQUEST FOR DISCOVERY IS ESSENTIAL FOR THE PARTY'S PRESENTATION AND THAT NO ALTERNATIVE MEANS FOR OBTAINING INFORMATION IS AVAILABLE.

(G) CLASS PROCEEDINGS AND CONSOLIDATIONS. NO PARTY HERETO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, EXCEPT PARTIES WHO HAVE EXECUTED THIS AGREEMENT, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(H) PAYMENT OF ARBITRATION COSTS AND FEES. THE ARBITRATOR(S) SHALL AWARD ALL COSTS AND EXPENSES OF THE ARBITRATION PROCEEDING.

(I) REAL PROPERTY COLLATERAL; JUDICIAL REFERENCE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DISPUTE SHALL BE SUBMITTED TO ARBITRATION IF THE DISPUTE CONCERNS INDEBTEDNESS SECURED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY ANY REAL PROPERTY UNLESS (I) THE HOLDER OF THE MORTGAGE, LIEN OR SECURITY INTEREST SPECIFICALLY ELECTS IN WRITING TO PROCEED WITH THE ARBITRATION, OR (II) ALL PARTIES TO THE ARBITRATION WAIVE ANY RIGHTS OR BENEFITS THAT MIGHT ACCRUE TO THEM BY VIRTUE OF THE SINGLE ACTION RULE STATUTE OF CALIFORNIA, THEREBY AGREEING THAT ALL INDEBTEDNESS AND OBLIGATIONS OF THE PARTIES, AND ALL MORTGAGES, LIENS AND SECURITY INTERESTS SECURING SUCH INDEBTEDNESS AND OBLIGATIONS, SHALL REMAIN FULLY VALID AND ENFORCEABLE. IF ANY SUCH DISPUTE IS NOT SUBMITTED TO ARBITRATION, THE DISPUTE SHALL BE REFERRED TO A REFEREE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 ET SEQ., AND THIS GENERAL REFERENCE AGREEMENT IS INTENDED TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH SAID SECTION 638. A REFEREE WITH THE QUALIFICATIONS REQUIRED HEREIN FOR ARBITRATORS SHALL BE SELECTED PURSUANT TO THE AAA'S SELECTION PROCEDURES. JUDGMENT UPON THE DECISION RENDERED BY A REFEREE SHALL BE ENTERED IN THE COURT IN WHICH SUCH PROCEEDING WAS COMMENCED IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 644 AND 645.

(J) MISCELLANEOUS. TO THE MAXIMUM EXTENT PRACTICABLE, THE AAA, THE ARBITRATOR(S) AND THE PARTIES SHALL TAKE ALL ACTION REQUIRED TO CONCLUDE ANY ARBITRATION PROCEEDING WITHIN 180 DAYS OF THE FILING OF THE DISPUTE WITH THE AAA. NO

ARBITRATOR(S) OR OTHER PARTY TO AN ARBITRATION PROCEEDING MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS THEREOF, EXCEPT FOR DISCLOSURES OF INFORMATION BY A PARTY REQUIRED IN THE CONNECTION WITH FINANCIAL REPORTING IN THE ORDINARY COURSE OF ITS BUSINESS OR BY APPLICABLE LAW OR REGULATION. IF MORE THAN ONE AGREEMENT FOR ARBITRATION BY OR BETWEEN THE PARTIES POTENTIALLY APPLIES TO A DISPUTE, THE ARBITRATION PROVISION MOST DIRECTLY RELATED TO THE SUBJECT MATTER OF THE DISPUTE SHALL CONTROL. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION, AMENDMENT OR EXPIRATION OF THIS AGREEMENT OR ANY RELATIONSHIP BETWEEN THE PARTIES.

(K) WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT DELIVERED IN CONNECTION HERewith, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Fitness Anywhere LLC
755 Sansome Street, Suite 600
San Francisco, California 94111

FITNESS ANYWHERE LLC

By 
Title: TREASURER

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000 West
Santa Monica, CA 90404

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Its Authorized Signatory

[Signature Page—Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.


Fitness Anywhere LLC
755 Sansome Street, Suite 600
San Francisco, California 94111

FITNESS ANYWHERE LLC

By _____
Title:

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000 West
Santa Monica, CA 90404

WELLS FARGO BANK, NATIONAL ASSOCIATION

By  _____
D.B. Lichten
Its Authorized Signatory

[Signature Page—Patent and Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
EXERCISE DEVICE INCLUDING ADJUSTABLE, INELASTIC STRAPS	7,044,896	16-May-2006
EXERCISE DEVICE GRIPS AND ACCESSORIES FOR EXERCISE DEVICES	7,090,622	15-Aug-2006
METHOD OF USING AN ADJUSTABLE EXERCISE DEVICE	7,651,448	26-Jan-2010
COMBINATION GRIP FOR AN EXERCISE DEVICE	7,722,508	25-May-2010
COMBINATION GRIP FOR AN EXERCISE DEVICE	7,806,814	05-Oct-2010
EXERCISE DEVICE HAVING INELASTIC STRAPS AND INTERCHANGEABLE PARTS	8,043,197	25-Oct-2011
EXERCISE DEVICE HAVING INELASTIC STRAPS AND INTERCHANGEABLE PARTS	8,469,864	25-Jun-2013
INELASTIC EXERCISE DEVICES HAVING LIMITED RANGE OF MOTION	7,762,932	27-Jul-2010
COMBINATION GRIP FOR AN EXERCISE DEVICE	7,785,244	31-Aug-2010
EXERCISE DEVICE HAVING A DOOR ANCHOR	8,083,653	27-Dec-2011
ASSEMBLY FOR A MOVABLE FRAME	8,628,059	14-Jan-2014
HAND GRIP FOR AN EXERCISE DEVICE	D669,945	30-Oct-2012

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
EXERCISE BAR ATTACHMENT	29/450,730	21-Mar-2013
STRAP ENDS FOR ADJUSTABLE EXERCISE DEVICES	13/219,151	26-Aug-2011
STRAP ADJUSTER AND KEEPER AND METHOD OF STRAP CONTROL	13/194,522	29-Jul-2011
EXERCISE BAR ATTACHMENT AND METHOD	13/307,945	30-Nov-2011
STRAP ADJUSTER AND KEEPER	14/092,471	27-Nov-2013

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
COMBINATION GRIP FOR AN EXERCISE DEVICE	Australia	2006332594	27-Oct-2011
EXERCISE DEVICE HAVING INELASTIC STRAPS AND INTERCHANGEABLE PART	Australia	2008302429	24-Dec-2013
INELASTIC EXERCISE DEVICES HAVING LIMITED RANGE OF MOTION	Australia	2008302430	2-Jan-2014
EXERCISE DEVICE HAVING A DOOR ANCHOR	Australia	2008302432	16-Jan-2014
A HAND GRIP	Australia	341028	17-Feb-2012
EXERCISE DEVICE WITH ADJUSTABLE INELASTIC STRAPS	Canada	2521859	22-Jun-2010
EXERCISE DEVICE WITH ADJUSTABLE INELASTIC STRAPS	Canada	2634464	19-Nov-2013
EXERCISE DEVICE HAVING INELASTIC STRAPS AND INTERCHANGEABLE PARTS	China	ZL200880107340.7	14-Dec-2011
HAND GRIP FOR AN EXERCISE DEVICE	China	ZL201230018859.7	5-Sep-2012
A HAND GRIP	Europe	001979873	22-Feb-2012
EXERCISE DEVICE HAVING INELASTIC STRAPS AND INTERCHANGEABLE PARTS	Hong Kong	HK1145657	12-Oct-2012
HAND GRIP FOR AN EXERCISE DEVICE	Japan	1442513	27-Apr-2012
COMBINATION GRIP FOR AN EXERCISE DEVICE	Korea	10-1142216	25-Apr-2012
COMBINATION GRIP FOR AN EXERCISE DEVICE	Russia	2407577	27-Dec-2010
COMBINATION GRIP FOR AN EXERCISE DEVICE	Singapore	159605	15-Sep-2011
EXERCISE HAVING A DOOR ANCHOR	Singapore	159610	31-May-2013
INELASTIC EXERCISE DEVICES HAVING LIMITED RANGE OF MOTION	Ukraine	100386	25-Dec-2012

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Patent Application Number</u>	<u>Issue Date</u>
STRAP ENDS FOR ADJUSTABLE EXERCISE DEVICES	Australia	2011293171	PENDING
EXERCISE BAR ATTACHMENT AND METHOD	Australia	2011336633	PENDING
COMBINATION GRIP FOR AN EXERCISE DEVICE	Brazil	PI 0619689-6	PENDING

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<u>Title</u>	<u>Country</u>	<u>Patent Application Number</u>	<u>Issue Date</u>
INELASTIC EXERCISE DEVICES HAVING LIMITED RANGE OF MOTION	Brazil	PI 0815870-3	PENDING
EXERCISE DEVICE HAVING A DOOR ANCHOR	Brazil	PI 0815864-9	PENDING
STRAP ENDS FOR ADJUSTABLE EXERCISE DEVICES	Brazil	2013004531.0	PENDING
HAND GRIP FOR AN EXERCISE DEVICE	Brazil	BR 30 2012 0002311	PENDING
EXERCISE BAR ATTACHMENT AND METHOD	Brazil	BR112013013699-5	PENDING
EXERCISE BAR ATTACHMENT AND METHOD	Canada	2819626	PENDING
STRAP ENDS FOR ADJUSTABLE EXERCISE DEVICES	China	201180048632.X	PENDING
EXERCISE BAR ATTACHMENT AND METHOD	China	201180065181.0	PENDING
EXERCISE DEVICE WITH ADJUSTABLE INELASTIC STRAPS	Europe	2004749876.1	PENDING
COMBINATION GRIP FOR AN EXERCISE DEVICE	Europe	06846239.9	PENDING
INELASTIC EXERCISE DEVICES HAVING LIMITED RANGE OF MOTION	Europe	08831762.3	PENDING
EXERCISE DEVICE HAVING A DOOR ANCHOR	Europe	08831856.3	PENDING
STRAP ENDS FOR ADJUSTABLE EXERCISE DEVICES	Europe	11820731.5	PENDING
EXERCISE BAR ATTACHMENT AND METHOD	Europe	11845177.2	PENDING
STRAP ADJUSTER AND KEEPER AND METHOD OF STRAP CONTROL	Europe	12820287.6	PENDING
COMBINATION GRIP FOR AN EXERCISE DEVICE	Hong Kong	10112098.4	PENDING
STRAP RESTRAINT APPARATUS	Hong Kong	13113740.1	PENDING
COMBINATION GRIPS FOR AN EXERCISE DEVICE	India	3454/DELNP/2008	PENDING
EXERCISE DEVICE HAVING INELASTIC STRAPS AND INTERCHANGEABLE PARTS	India	2435/DELNP/2010	PENDING
INELASTIC EXERCISE DEVICES HAVING LIMITED RANGE OF MOTION	India	2436/DELNP/2010	PENDING

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<u>Title</u>	<u>Country</u>	<u>Patent Application Number</u>	<u>Issue Date</u>
COMBINATION GRIP FOR AN EXERCISE DEVICE	India	2434/DELNP/2010	PENDING
EXERCISE DEVICE HAVING A DOOR ANCHOR	India	2446/DELNP/2010	PENDING
COMBINATION GRIP FOR AN EXERCISE DEVICE	Israel	191205	PENDING
EXERCISE DEVICE HAVING INELASTIC STRAPS AND INTERCHANGEABLE PARTS	Israel	204533	PENDING
INELASTIC EXERCISE DEVICES HAVING LIMITED RANGE OF MOTION	Israel	204530	PENDING
EXERCISE DEVICE HAVING A DOOR ANCHOR	Israel	204531	PENDING
COMBINATION GRIP FOR AN EXERCISE DEVICE	Japan	2008-539168	PENDING
EXERCISE DEVICE HAVING A DOOR ANCHOR	Japan	2010-525085	PENDING
EXERCISE DEVICE HAVING A DOOR ANCHOR	Japan	2010-525083	PENDING
STRAP ENDS FOR ADJUSTABLE EXERCISE DEVICES	Japan	2013-526177	PENDING
EXERCISE BAR ATTACHMENT AND METHOD	Japan	2013-542139	PENDING
COMBINATION GRIP FOR AN EXERCISE DEVICE	Singapore	201107023-2	PENDING
COMBINATION GRIP FOR AN EXERCISE DEVICE	Vietnam	1-2008-01400	PENDING

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number/ Serial Number</u>	<u>Registration Date</u>
TRX TRAINING ZONE	4459672 / 85562759	31-Dec-2013
TRX CORE	4422454 / 85483407	22-Oct-2013
SUSPENSION TRAINING	4366625 / 85086340	16-Jul-2013
TRX TRAINING CENTER	4345798 / 85707703	4-Jun-2013
XMOUNT	4125533 / 85404701	10-Apr-2012
TRX FORCE	4027129 / 85202015	13-Sep-2011
GET WITH THE MOVEMENT	3922984 / 85080348	22-Feb-2011
TRX TRAINING CENTER	3925283 / 85080345	1-Mar-2011
MAKE YOUR BODY YOUR MACHINE	4018160 / 85080343	22-Feb-2011
FITNESS ANYWHERE	4103996 / 85080342	28-Feb-2012
X	4011271 / 85080341	16-Aug-2011
TRX	4018159 / 85080334	30-Aug-2011
X	3329137 / 78707653	6-Nov-2007
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SUSPENSION TRAINING	3255161 / 78787950	26-Jun-2007
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TRX	3202696 / 78512032	23-Jan-2007
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IRON CIRCUIT	4023502 / 77962739	6-Sep-2011
RIP-COREFX	3930500 / 77912052	15-Mar-2011

<u>Mark</u>	<u>Registration Number/ Serial Number</u>	<u>Registration Date</u>
RIP	4187178 / 77912036	7-Aug-2012
TRXTEAM	4129135 / 77907385	17-Apr-2012
R4	4122238 / 77907384	3-Apr-2012
FITNESS ANYWHERE	3605942 / 77567118	19-Apr-2009
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TRX	3384871 / 77214868	19-Feb-2008
MAKE YOUR BODY YOUR MACHINE	3463278 / 77106317	8-Jul-2008

APPLICATIONS

<u>Mark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
TRX	86077418	27-Sep-2013
TRX MAKE YOUR BODY YOUR MACHINE	86149817	20-Dec-2013
The color "YELLOW"	86082712	4-Oct-2013

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None