TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Athletes' Performance, Inc.		04/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	86188643	EVERY DAY IS GAME DAY
Serial Number:	86188641	BACK TO DUTY. BACK TO LIFE.
Serial Number:	86011507	EVERY DAY IS GAME DAY. PREPARE FOR IT. F
Serial Number:	86132139	COMEBACK INITIATIVE
Serial Number:	86067973	PIONEERING HUMAN PERFORMANCE
Serial Number:	86067964	PIONEERING HUMAN PERFORMANCE
Serial Number:	86067511	EXOS
Serial Number:	86067507	EXOS
Serial Number:	86067505	EXOS
Serial Number:	86065087	EXOS
Serial Number:	86065085	EXOS
Serial Number:	86165931	EVERY DAY IS GAME DAY
Serial Number:	86165921	PERFORMANCE QUOTIENT
Serial Number:	86165909	PERFORMANCE QUOTIENT
Serial Number:	86067510	EXOS
Serial Number:	86067509	EXOS
Serial Number:	85667240	CP
Serial Number:	85952008	PULSE POWER
Serial Number:	85951999	EVERY DAY IS GAME DAY. PREPARE FOR IT. F

CH $1065.00 86188643

Property Type	Number	Word Mark
Serial Number:	85083152	
Serial Number:	85077196	
Serial Number:	85077008	
Serial Number:	85076910	
Serial Number:	78603612	THE CORE STORE
Serial Number:	77557153	ATHLETES' PERFORMANCE
Serial Number:	77596236	CPRO
Serial Number:	77557205	ATHLETES' PERFORMANCE
Serial Number:	77557078	ATHLETES' PERFORMANCE
Serial Number:	77268101	CORE PERFORMANCE
Serial Number:	77475479	EVERY DAY IS A CHALLENGE. PREPARE FOR IT
Serial Number:	77385550	CORE PERFORMANCE
Serial Number:	77268342	CORE PERFORMANCE
Serial Number:	77267095	CORE PERFORMANCE
Serial Number:	77266949	CORE PERFORMANCE
Serial Number:	77266908	CORE PERFORMANCE
Serial Number:	76590330	CORE PERFORMANCE
Serial Number:	76590329	CORE PERFORMANCE
Serial Number:	76590328	CORE PERFORMANCE
Serial Number:	75783426	ATHLETES' PERFORMANCE
Serial Number:	75783425	ATHLETES' PERFORMANCE
Serial Number:	75783060	ATHLETES' PERFORMANCE
Serial Number:	75783059	ATHLETES' PERFORMANCE

CORRESPONDENCE DATA

Fax Number: 8586385130

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

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-546
NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	04/30/2014

Total Attachments: 5

source=IPSA#page1.tif

source=IPSA#page2.tif

source=IPSA#page3.tif
source=IPSA#page4.tif
source=IPSA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 18, 2014 by and between COMERICA BANK ("Bank") and ATHLETES' PERFORMANCE, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor, ATHLETES' PERFORMANCE ARIZONA, LLC, ATHLETES' PERFORMANCE LOS ANGELES, LLC, ATHLETES' PERFORMANCE FLORIDA, LLC, CORE PERFORMANCE CENTERS, LLC, ATHLETES' PERFORMANCE PROPERTIES, LLC, ATHLETES' PERFORMANCE INSITE, LLC, ATHLETES' PERFORMANCE TEXAS, LLC, ATHLETES' PERFORMANCE ELITE, LLC, ATHLETES' PERFORMANCE INTERNATIONAL, LLC, CP INTERNATIONAL, LLC, AP GLOBAL SERVICES, LLC, ATHLETES' PERFORMANCE TACTICAL, LLC, ATHLETES' PERFORMANCE SAN DIEGO, LLC and EXOS HUMAN CAPITAL LLC dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

TRADEMARK
REEL: 005271 FRAME: 0529

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ATHLETES' PERFORMANCE, INC.

By: _____

Title: PRESIDENT

Address of Grantor:

2629 E. Rose Garden Lane
Phoenix, AZ 85050

Attn: Chief Executive Officer

BANK:

COMERICA BANK

By: _____

Title: VP

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

TRADEMARK
REEL: 005271 FRAME: 0530

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Core Performance Women: Burn Fat and Build Lean Muscle	TX0007142838	2/18/10

TRADEMARK
REEL: 005271 FRAME: 0531

EXHIBIT B

Patents

Description	Patent/App. No.	File Date
Athlete training system	12111295	4/29/08
Athlete training system	13671606	11/8/12

TRADEMARK
REEL: 005271 FRAME: 0532

EXHIBIT C

Trademarks

Description	Serial/Registration No.	File Date
EVERY DAY IS GAME DAY	86188643	2/9/14
BACK TO DUTY. BACK TO LIFE	86188641	2/9/14
EVERY DAY IS GAME DAY. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT.	86011507	7/16/13
COMEBACK INITIATIVE	86132139	11/30/13
PIONEERING HUMAN PERFORMANCE	86067973	9/18/13
PIONEERING HUMAN PERFORMANCE	86067964	9/18/13
EXOS	86067511	9/18/13
EXOS	86067507	9/17/13
EXOS	86067505	9/17/13
EXOS	86065087	9/15/13
EXOS	86065085	9/15/13
EVERY DAY IS GAME DAY	86165931	1/15/14
PERFORMANCE QUOTIENT	86165921	1/15/14
PERFORMANCE QUOTIENT	86165909	1/15/14
EXOS	86067510	9/17/13
EXOS	86067509	9/17/13
CP	85667240	7/2/12
PULSE POWER	85952008	6/5/13
EVERY DAY IS GAME DAY. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT.	85951999	6/5/133
Design	85083152	7/13/10
Design	85077196	11/30/10
Design	85077008	11/30/10
Design	85076910	7/2/10
THE CORE STORE	78603612	4/7/05
ATHLETES' PERFORMANCE	77557153	8/27/08
CPRO	77596236	10/20/08
ATHLETES' PERFORMANCE	77557205	8/27/08
ATHLETES' PERFORMANCE	77557078	8/27/08
CORE PERFORMANCE	77268101	8/30/07
EVERY DAY IS A CHALLENGE. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT.	77475479	5/15/08
CORE PERFORMANCE	77385550	3/31/08
CORE PERFORMANCE	77268342	8/30/07
CORE PERFORMANCE	77267095	8/29/07
CORE PERFORMANCE	77266949	8/29/07
CORE PERFORMANCE	77266908	8/29/07
CORE PERFORMANCE	76590330	5/3/04
CORE PERFORMANCE	76590329	5/3/04
CORE PERFORMANCE	76590328	5/3/04
ATHLETES' PERFORMANCE	75783426	8/24/99
ATHLETES' PERFORMANCE	75783425	8/24/99
ATHLETES' PERFORMANCE	75783060	8/24/99
ATHLETES' PERFORMANCE	75783059	8/24/99

TRADEMARK
RECORDED: 04/30/2014
REEL: 005271 FRAME: 0533