# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325689

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Athletes' Performance, Inc. | | 12/09/2014 | CORPORATION: DELAWARE |
| Athletes' Performance Arizona, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: GEORGIA |
| Athletes' Performance Los Angeles, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Athletes' Performance Florida, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Core Performance Centers, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Athletes' Performance Properties, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: GEORGIA |
| Athletes' Performance Insite, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: GEORGIA |
| Athletes' Performance Texas, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Athletes' Performance Elite, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Athletes' Performance International, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| CP International, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| AP Global Services, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Athletes' Performance Tactical, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Athletes' Performance San Diego, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| Athletes' Performance Executive, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: GEORGIA |
| EXOS Human Capital, LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| MediFit Corporate Servces, Inc. | | 12/09/2014 | CORPORATION: NEW JERSEY |
| MediFit Corporate Services LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| MediFit Community Services LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| MediFit Corporate Health | | 12/09/2014 | LIMITED LIABILITY |

CH $1165.00 4597198

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Services LLC | | | COMPANY: NEW JERSEY |
| MediFit Residential Services LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| MediFit Community Health Services LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| MediFit Virtual Services LLC | | 12/09/2014 | LIMITED LIABILITY COMPANY: NEW JERSEY |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Caltius Partners IV, LP, as Agent |
| **Street Address:** | 11766 Wilshire Blvd., Suite 850 |
| **Internal Address:** | c/o Caltius Capital Management, LP |
| **City:** | Los Angeles |
| **State/Country:** | CALIFORNIA |
| **Postal Code:** | 90025 |
| **Entity Type:** | LIMITED PARTNERSHIP: DELAWARE |

**PROPERTY NUMBERS Total: 46**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4597198 | BACK TO DUTY. BACK TO LIFE. |
| **Registration Number:** | 4540470 | EVERY DAY IS GAME DAY. PREPARE FOR IT. F |
| **Registration Number:** | 4627121 | PULSE POWER |
| **Registration Number:** | 4574575 | EVERY DAY IS GAME DAY. PREPARE FOR IT. F |
| **Registration Number:** | 4427488 | CP |
| **Registration Number:** | 3919867 | |
| **Registration Number:** | 3919783 | |
| **Registration Number:** | 3919769 | |
| **Registration Number:** | 3919761 | |
| **Registration Number:** | 3357213 | THE CORE STORE |
| **Registration Number:** | 3706715 | CPRO |
| **Registration Number:** | 3704250 | ATHLETES' PERFORMANCE |
| **Registration Number:** | 3704248 | ATHLETES' PERFORMANCE |
| **Registration Number:** | 3704244 | ATHLETES' PERFORMANCE |
| **Registration Number:** | 3734849 | EVERY DAY IS A CHALLENGE. PREPARE FOR IT |
| **Registration Number:** | 3822443 | MINDSET NUTRITION MOVEMENT RECOVERY |
| **Registration Number:** | 3696525 | CORE PERFORMANCE |
| **Registration Number:** | 3614463 | CORE PERFORMANCE |
| **Registration Number:** | 3408901 | CORE PERFORMANCE |
| **Registration Number:** | 3632202 | CORE PERFORMANCE |
| **Registration Number:** | 3632201 | CORE PERFORMANCE |

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 3632199 | CORE PERFORMANCE |
| **Registration Number:** | 3124046 | CORE PERFORMANCE |
| **Registration Number:** | 3016024 | CORE PERFORMANCE |
| **Registration Number:** | 3016023 | CORE PERFORMANCE |
| **Registration Number:** | 2407489 | ATHLETES' PERFORMANCE |
| **Registration Number:** | 2407488 | ATHLETES' PERFORMANCE |
| **Registration Number:** | 2411558 | ATHLETES' PERFORMANCE |
| **Registration Number:** | 2428119 | ATHLETES' PERFORMANCE |
| **Registration Number:** | 4482141 | MACTIVE |
| **Registration Number:** | 4393932 | MFITNET |
| **Registration Number:** | 4513220 | MEDIFIT |
| **Serial Number:** | 86132139 | COMEBACK INITIATIVE |
| **Serial Number:** | 86067964 | PIONEERING HUMAN PERFORMANCE |
| **Serial Number:** | 86067511 | EXOS |
| **Serial Number:** | 86067973 | PIONEERING HUMAN PERFORMANCE |
| **Serial Number:** | 86067505 | EXOS |
| **Serial Number:** | 86188643 | EVERY DAY IS GAME DAY |
| **Serial Number:** | 86067509 | 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:** | 86067507 | EXOS |
| **Serial Number:** | 86065087 | EXOS |
| **Serial Number:** | 86065085 | EXOS |

**CORRESPONDENCE DATA**

**Fax Number:** 3125774565

***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:** 312-577-8265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** Kristin Brozovic c/o Katten

**Address Line 1:** 525 W Monroe Street

**Address Line 4:** CHICAGO, ILLINOIS 60661

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 333624-12 |
| **NAME OF SUBMITTER:** | Kristin Brozovic |
| **SIGNATURE:** | /Kristin Brozovic/ |
| **DATE SIGNED:** | 12/10/2014 |

**Total Attachments: 15**

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Intellectual Property Security Agreement**"), dated as of December 9, 2014, is made by Athletes' Performance, Inc., a Delaware corporation, Athletes' Performance Arizona, LLC, a Georgia limited liability company, Athletes' Performance Los Angeles, LLC, a Delaware limited liability company, Athletes' Performance Florida, LLC, a Delaware limited liability company, Core Performance Centers, LLC, a Delaware limited liability company, Athletes' Performance Properties, LLC, a Georgia limited liability company, Athletes' Performance Insite, LLC, a Georgia limited liability company, Athletes' Performance Texas, LLC, a Delaware limited liability company, Athletes' Performance Elite, LLC, a Delaware limited liability company, Athletes' Performance International, LLC, a Delaware limited liability company, CP International, LLC, a Delaware limited liability company, AP Global Services, LLC, a Delaware limited liability company, Athletes' Performance Tactical, LLC, a Delaware limited liability company, Athletes' Performance San Diego, LLC, a Delaware limited liability company, Athletes' Performance Executive, LLC, a Georgia limited liability company, EXOS Human Capital, LLC, a Delaware limited liability company, MediFit Corporate Services, Inc., a New Jersey corporation, MediFit Corporate Services LLC, a New Jersey limited liability company, MediFit Community Services LLC, a New Jersey limited liability company, MediFit Corporate Health Services LLC, a New Jersey limited liability company, MediFit Residential Services LLC, a New Jersey limited liability company, MediFit Community Health Services LLC, a New Jersey limited liability company and MediFit Virtual Services, LLC, a New Jersey limited liability company (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of **CALTIUS PARTNERS IV, LP**, a Delaware limited partnership ("**Partners**"), as agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined below).

## W I T N E S S E T H:

**WHEREAS,** Grantors, the other credit parties thereto from time to time, Agent and **CALTIUS PARTNERS EXECUTIVE IV, LP**, a Delaware limited partnership ("**Executive**" and collectively with Partners, the "**Secured Parties**"), have entered into an Investment Agreement dated as of December 9, 2014 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Investment Agreement**") with the Secured Parties providing for extensions of credit and other financial accommodations to be made to the Grantors by the Secured Parties; and

**WHEREAS,** Grantors own all of the Intellectual Property Collateral (as defined below) listed on Schedule I, Schedule II and Schedule III, annexed hereto; and

**WHEREAS**, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent for the benefit of the Secured Parties this Intellectual Property Security Agreement.

**NOW**, **THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Grant of Security Interest**. To secure the prompt and complete payment and performance of all of the obligations of each Grantor under the Investment Agreement (collectively, the "**Obligations**"), each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent on behalf of the Secured Parties, a lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the "**Intellectual Property Collateral**"):

(a) all of its patents and patent licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all of its trademarks and trademark licenses to which it is a party, including those referred to on Schedule II hereto;

(c) all of its copyrights and copyright licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent licensed under any patent license, (ii) injury to the goodwill associated with any patent or any patent licensed under any patent license, (iii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iv) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (v) infringement or dilution of any copyright or copyright licensed under any copyright license, and (vi) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

2. **Representations and Warranties**. Each Grantor represents and warrants to Agent that, as of the date hereof, such Grantor does not have any interest in, or title to, any patent, registered trademark or registered copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

3. **Covenants**. Each Grantor covenants and agrees with Agent on behalf of the Secured Parties that from and after the date of this Intellectual Property Security Agreement:

(a) Grantors shall notify Agent immediately if they know or have reason to know that any material application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any

Grantor's ownership of any material patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(b) Grantors shall provide Agent with written notice of any application filed by any Grantor, either by itself or through any agent, employee, licensee or designee, to register any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto as Agent may request to evidence Agent's lien, on behalf of the Secured Parties, on such patent, trademark or copyright, and the general intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all commercially reasonable actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents, trademarks and copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a material adverse effect on the Grantors.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall (unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations), promptly take all commercially reasonable actions requested by Grantors' board of directors in their good faith business discretion (which request shall be made, in any case, in respect of any such infringement or misappropriation where the failure to do so could reasonably be expected to have a material adverse effect on the Grantors), including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution.

4. **Security Agreement**. The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by each Grantor to Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor and Agent, on behalf of the Secured Parties, expressly agree that the security interest granted by each Grantor under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest with respect to such Grantor for purposes of Article 9 of the Uniform Commercial Code as in effect in the state of Delaware (the "**Code**") and other applicable law. The exercise by Agent, on behalf of the Secured Parties, of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement, on the one hand, and the Security Agreement, on the other hand, then the terms and conditions of the Security Agreement shall prevail. In the event of any default under this Intellectual Property Security Agreement or the Security Agreement, Agent may, at its option on behalf of the Secured Parties, and without notice to or demand on

any Grantor, exercise all rights and remedies available to Agent on behalf of the Secured Parties under the Code, the Security Agreement, any other agreement, at law, in equity, or otherwise.

5. **Reinstatement**. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. **Notices**. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Investment Agreement.

7. **Termination**. Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate on the date that all Obligations have been satisfied in full.

8. **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

BORROWERS:

**ATHLETES' PERFORMANCE, INC.**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE ARIZONA, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE LOS ANGELES, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE FLORIDA, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**CORE PERFORMANCE CENTERS, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer



TRADEMARK
REEL: 005416 FRAME: 0868

**ATHLETES' PERFORMANCE PROPERTIES, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE INSITE, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE TEXAS, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE ELITE, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE INTERNATIONAL, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**CP INTERNATIONAL, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**AP GLOBAL SERVICES, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE TACTICAL, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE SAN DIEGO, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ATHLETES' PERFORMANCE EXECUTIVE, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**EXOS HUMAN CAPITAL, LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer



TRADEMARK
REEL: 005416 FRAME: 0870

**MEDIFIT CORPORATE SERVICES, INC.**

By:_____
Name: Dan Burns
Title: Chief Executive Officer

**MEDIFIT CORPORATE SERVICES LLC**

By:_____
Name: Dan Burns
Title: Chief Executive Officer

**MEDIFIT COMMUNITY SERVICES LLC**

By:_____
Name: Dan Burns
Title: Chief Executive Officer

**MEDIFIT CORPORATE HEALTH SERVICES LLC**

By:_____
Name: Dan Burns
Title: Chief Executive Officer

**MEDIFIT RESIDENTIAL SERVICES LLC**

By:_____
Name: Dan Burns
Title: Chief Executive Officer



TRADEMARK
REEL: 005416 FRAME: 0871

**MEDIFIT COMMUNITY HEALTH SERVICES LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**MEDIFIT VIRTUAL SERVICES LLC**

By: _____
Name: Dan Burns
Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**CALTIUS PARTNERS IV, LP**, as Agent
By: CP IV, LP, its general partner

By:_____
Name: Michael Kane
Title: Managing Director

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

| Patent | Reg. No. | Date |
|---|---|---|
| None | | |

II. PATENT APPLICATIONS

| Patent | Application No. | Date |
|---|---|---|
| None | | |

III. PATENT LICENSES

| Name of Agreement | Date of Agreement | Parties |
|---|---|---|
| None | | |

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

| Mark | Reg. No. | Date |
|---|---|---|
| See attached. | | |

II. TRADEMARK APPLICATIONS

| Mark | Application No. | Date |
|---|---|---|
| See attached. | | |

III. TRADEMARK LICENSES

| Name of Agreement | Date of Agreement | Parties |
|---|---|---|
| None | | |

ATTACHMENT TO SCHEDULE II OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

| | Serial Number | Reg. Number | Mark |
|---|---|---|---|
| 1 | 86132139 | | COMEBACK INITIATIVE |
| 2 | 86067964 | | PIONEERING HUMAN PERFORMANCE |
| 3 | 86067511 | | EXOS |
| 4 | 86067973 | | PIONEERING HUMAN PERFORMANCE |
| 5 | 86067505 | | EXOS |
| 6 | 86188641 | 4597198 | BACK TO DUTY. BACK TO LIFE. |
| 7 | 86188643 | | EVERY DAY IS GAME DAY |
| 8 | 86067509 | | EXOS |
| 9 | 86165931 | | EVERY DAY IS GAME DAY |
| 10 | 86165921 | | PERFORMANCE QUOTIENT |
| 11 | 86165909 | | PERFORMANCE QUOTIENT |
| 12 | 86067510 | | EXOS |
| 13 | 86067507 | | EXOS |
| 14 | 86065087 | | EXOS |
| 15 | 86065085 | | EXOS |
| 16 | 86011507 | 4540470 | EVERY DAY IS GAME DAY. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT. |
| 17 | 85952008 | 4627121 | PULSE POWER |
| 18 | 85951999 | 4574575 | EVERY DAY IS GAME DAY. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT. |
| 19 | 85667240 | 4427488 | CP |
| 20 | 85083152 | 3919867 | *Design* |
| 21 | 85077196 | 3919783 | *Design* |
| 22 | 85077008 | 3919769 | *Design* |



TRADEMARK
REEL: 005416 FRAME: 0876

| | | | |
|---|---|---|---|
| 23 | 85076910 | 3919761 | *Design* |
| 24 | 78603612 | 3357213 | THE CORE STORE |
| 25 | 77596236 | 3706715 | CPRO |
| 26 | 77557205 | 3704250 | ATHLETES' PERFORMANCE |
| 27 | 77557153 | 3704248 | ATHLETES' PERFORMANCE |
| 28 | 77557078 | 3704244 | ATHLETES' PERFORMANCE |
| 29 | 77475479 | 3734849 | EVERY DAY IS A CHALLENGE. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT. |
| 30 | 77475375 | 3822443 | MINDSET NUTRITION MOVEMENT RECOVERY |
| 31 | 77385550 | 3696525 | CORE PERFORMANCE |
| 32 | 77268342 | 3614463 | CORE PERFORMANCE |
| 33 | 77268101 | 3408901 | CORE PERFORMANCE |
| 34 | 77267095 | 3632202 | CORE PERFORMANCE |
| 35 | 77266949 | 3632201 | CORE PERFORMANCE |
| 36 | 77266908 | 3632199 | CORE PERFORMANCE |
| 37 | 76590330 | 3124046 | CORE PERFORMANCE |
| 38 | 76590329 | 3016024 | CORE PERFORMANCE |
| 39 | 76590328 | 3016023 | CORE PERFORMANCE |
| 40 | 75783426 | 2407489 | ATHLETES' PERFORMANCE |
| 41 | 75783425 | 2407488 | ATHLETES' PERFORMANCE |
| 42 | 75783060 | 2411558 | ATHLETES' PERFORMANCE |
| 43 | 75783059 | 2428119 | ATHLETES' PERFORMANCE |
| 44 | 85744091 | 4482141 | MACTIVE |
| 45 | 85744082 | 4393932 | MFITNET |
| 46 | 85328050 | 4513220 | MEDIFIT |

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

| Copyright | Reg. No. | Date |
|---|---|---|
| CORE PERFORMANCE WOMEN: Burn Fat and Build Lean Muscle | TX0007142838 | 12/18/2010 |
| EVERY DAY IS GAME DAY: The Proven System of Elite Performance to Win All Day, Every Day | TX0007847583 | 03/07/2014 |

II. COPYRIGHT APPLICATIONS

| Copyright | Date |
|---|---|

None

III. COPYRIGHT LICENSES

| Name of Agreement | Date of Agreement | Parties |
|---|---|---|

None

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