

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EOS Fitness Brand, LLC		12/30/2014	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stellus Capital Investment Corporation, as Administrative Agent		
<b>Street Address:</b>	4400 Post Oak Parkway		
<b>Internal Address:</b>	Suite 2200		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77027		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86332765	EOS FITNESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<i>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.</i>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	036760-78		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>SIGNATURE:</b>	/John E. Slaughter/		
<b>DATE SIGNED:</b>	12/30/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK



NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of December 30, 2014 (as amended, restated, modified, supplemented, extended, renewed or replaced from time to time, the "Agreement") by and among the obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Stellus Capital Investment Corporation, as administrative agent for the holders of the Secured Obligations referenced therein (in such capacity, the "Administrative Agent"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Administrative Agent for the benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
	See <u>Schedule 1</u> attached hereto	

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
	See <u>Schedule 1</u> attached hereto	

The Obligors and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an absolute assignment of any trademark or trademark application.

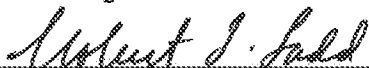
Very truly yours,

EOS FITNESS BRAND, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: Nasha Nelson  
Title: \_\_\_\_\_

Acknowledged and Accepted:

STELLUS CAPITAL INVESTMENT CORPORATION,  
as Administrative Agent

By:   
Name: Robert T. Ladd  
Title: Authorized Signatory

**Schedule 1**

**EOS Fitness Brand, LLC  
(Nevada Limited Liability Company)**

**U.S. Trademark**

**Pending Application**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
EOS FITNESS	86332765	07/09/14