

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interactive Health Solutions, Inc.		07/20/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solar Capital Ltd., as Administrative Agent		
<b>Street Address:</b>	500 Park Avenue, 3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3333471	IHS	
<b>Registration Number:</b>	3333472	IHS	
<b>Registration Number:</b>	4565677	INTERACTIVE HEALTH	
<b>Registration Number:</b>	4724236	INTERACTIVE HEALTH	
<b>Registration Number:</b>	3289170	INTERACTIVE HEALTH INDEX	
<b>Registration Number:</b>	3304914	INTERACTIVE HEALTH SOLUTIONS	
<b>Registration Number:</b>	4724237		
<b>Registration Number:</b>	3474549	IHI	
<b>Registration Number:</b>	4743081	ACTIVE ENGINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

CH \$240.00 3333471

<b>ATTORNEY DOCKET NUMBER:</b>	67662/083
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	07/21/2015

**Total Attachments: 5**

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NOTICE OF GRANT OF A SECURITY INTEREST— TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST - TRADEMARKS (this “*Notice of Grant of a Security Interest Trademarks*”) is made as of July 20, 2015, by Interactive Health Solutions, Inc. (“*Grantor*”), in favor of SOLAR CAPITAL LTD., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated July 20, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing second lien security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by the Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing second priority security interest in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

Notwithstanding anything herein to the contrary, the lien and security interest granted to Grantee pursuant hereto are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Notice of Grant of a Security Interest Trademarks, the terms of the Intercreditor Agreement shall govern and control.

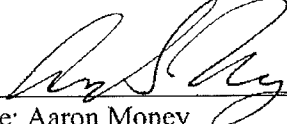
This Notice of Grant of a Security Interest - Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest - Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

INTERACTIVE HEALTH SOLUTIONS, INC.

By:   
Name: Aaron Money \_\_\_\_\_  
Title: Treasurer

[Signature Page to Notice of Grant of a Security Interest - Trademarks]

**TRADEMARK**  
**REEL: 005580 FRAME: 0852**

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Present Owner</b>
IHS	US	Registered	77/044717	11/15/2006	3333471	11/13/2007	Interactive Health Solutions, Inc.
IHS and Design	US	Registered	77/044756	11/15/2006	3333472	11/13/2007	Interactive Health Solutions, Inc.
INTERACTIVE HEALTH	US	Registered	85/821334	1/11/2013	4565677	07/8/2014	Interactive Health Solutions, Inc.
INTERACTIVE HEALTH and Design (Sun)	US	Registered	85/821303	1/11/2013	4724236	04/21/2015	Interactive Health Solutions, Inc.
INTERACTIVE HEALTH INDEX (Supplemental Register)	US	Registered	77/044932	11/15/2006	3289170	9/4/2007	Interactive Health Solutions, Inc.
INTERACTIVE HEALTH SOLUTIONS (Supplemental Register)	US	Registered	77/044655	11/15/2006	3304914	10/2/2007	Interactive Health Solutions, Inc.
Miscellaneous Design (Sun)	US	Registered	85/821349	1/11/2013	4724237	04/21/2015	Interactive Health Solutions, Inc.
IHI	US	Registered	77/044921	11/15/2006	3474549	7/29/2008	Interactive Health Solutions, Inc.

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Present Owner
Active Engine	US	Registered	86/405165	09/24/2014	4743081	05/26/2015	Interactive Health Solutions, Inc.