

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364605

<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>
Crossfit, Inc.		11/13/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank		
<b>Street Address:</b>	100 West Washington St.		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85003		
<b>Entity Type:</b>	Bank - National Association: ARIZONA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86098108	CFHQ	
<b>Serial Number:</b>	86098113	A BETTER BEAUTIFUL	
<b>Registration Number:</b>	3007458	CROSSFIT	
<b>Registration Number:</b>	4049689	CROSSFIT	
<b>Registration Number:</b>	4384405	FORGING ELITE ATHLETES	
<b>Registration Number:</b>	4489012	CROSSFIT FOR HOPE	
<b>Registration Number:</b>	4079486	FORGING ELITE FITNESS	
<b>Registration Number:</b>	4049340	FITTEST ON EARTH	
<b>Registration Number:</b>	4245772	FIGHT GONE BAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>Email:</b>	sschahn@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer L.L.P.		
<b>Address Line 1:</b>	400 E. Van Buren St.		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	29383.00317		
<b>NAME OF SUBMITTER:</b>	R. Lee Fraley		

CH \$240.00 86098108

<b>SIGNATURE:</b>	/R. Lee Fraley/
<b>DATE SIGNED:</b>	12/04/2015
<b>Total Attachments: 9</b> source=Security_Agreement#page1.tif source=Security_Agreement#page2.tif source=Security_Agreement#page3.tif source=Security_Agreement#page4.tif source=Security_Agreement#page5.tif source=Security_Agreement#page6.tif source=Security_Agreement#page7.tif source=Security_Agreement#page8.tif source=Security_Agreement#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of November 13, 2015, is made by and between CROSSFIT, INC., a Delaware corporation (the “**Borrower**” or “**Grantor**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Secured Party**”).

WHEREAS, the Borrower has entered into a Credit Agreement dated as of even date herewith (the “**Loan Agreement**”), with the Secured Party.

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. As security for Grantor’s obligations to Secured Party arising with respect to the Loan Agreement and any promissory notes executed in connection therewith, Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Grantor represents and warrants to Secured Party that the IP Collateral described on Schedules 1, 2 and 3, include all of the patents, trademarks and copyrights owned by Grantor and its Affiliates (as defined in the Loan Agreement).

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and

thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

CROSSFIT INC., a Delaware  
corporation

By: 

Name: Gregory Glassman

Title: CEO, CrossFit, Inc.

Address for Notices:

3218 Lakeside Village Drive  
Prescott, Arizona 86301

AGREED TO AND ACCEPTED  
BY SECURED PARTY:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION, as  
Secured Party

By: 

Name: Angela M. Lawrence

Title: Vice President

Address for Notices:

100 West Washington Street, 25<sup>th</sup> Floor  
Phoenix, Arizona 85003  
MAC S4101-251

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

**NONE**

**SCHEDULE 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>App. No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
CFHQ	U.S.	86/098,108 10/22/2013	
CFHQ	U.S.	86/098,101 10/22/2013	
A BETTER BEAUTIFUL	U.S.	86/098,113 10/22/2013	
A BETTER BEAUTIFUL	U.S.	86/098,084 10/22/2013	
CROSSFIT	U.S.	86/072,983 09/24/2013	
CROSSFIT	U.S.	85/936,449 05/20/2013	
CROSSFIT	U.S.	85/792,895 12/03/2012	
CROSSFIT	U.S.	85/792,892 12/03/2012	
CROSSFIT	U.S.	85/629,318 05/18/2012	
CROSSFIT	U.S.	85/595,646 04/12/2012	4,245,769 11/20/2012
CROSSFIT	U.S.	85/196,654 12/13/2010	4,122,681 04/03/2012



Trademark	Country	App. No/ Filing Date	Reg. No./ Reg. Date
CROSSFIT	U.S.	78/422,177 05/20/2004	3,007,458 11/18/2005
CROSSFIT	U.S.	77/983,536 04/22/2009	4,332,239 05/07/2013
CROSSFIT	U.S.	77/719,855 04/22/2009	4,053,443 11/08/2011
CROSSFIT	U.S.	77/719,845 04/22/2009	4,049,689 11/01/2011
CROSSFIT	U.S.	77/718,844 04/21/2009	3,826,111 07/27/2010
CROSSFIT FOR HOPE	U.S.	85/595,737 04/12/2012	4,489,012 02/25/2014
CROSSFIT FOR HOPE	U.S.	85/595,640 04/12/2012	4,310,551 03/26/2013
FORGING ELITE ATHLETES	U.S.	85/285,361 04/04/2011	4,475,524 01/28/2014
FORGING ELITE ATHLETES	U.S.	85/285,368 04/04/2011	4,384,405 08/13/2013
FORGING ELITE FITNESS	U.S.	85/286,637 04/05/2011	4,079,486 01/03/2012
FORGING ELITE FITNESS	U.S.	85/286,650 04/05/2011	4,048,889 11/01/2011
3...2...1...GO!	U.S.	85/303,240 04/25/2011	4,047,236 10/25/2011
FITTEST ON EARTH	U.S.	85/303,253 04/25/2011	4,049,339 11/01/2011

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date
FITTEST ON EARTH	U.S.	85/303,258 04/25/2011	4,049,340 11/01/2011
HOPE	U.S.	85/595,650 04/12/2012	4,314,646 04/02/2013
FIGHT GONE BAD	U.S.	85/595,657 04/12/2012	4,245,772 11/20/2012
FIGHT GONE BAD	U.S.	85/595,660 04/12/2012	4,245,774 11/20/2012
FIGHT GONE BAD	U.S.	85/102,443 08/06/2010	4,017,046 08/23/2011
THE SPORT OF FITNESS	U.S.	85/983,343 01/25/2012	4,686,215 06/10/2014

**SCHEDULE 3**  
**COPYRIGHT REGISTRATIONS AND APPLICATIONS**  
**NONE**