

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genetic Potential, Inc.		12/29/2015	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Synovus Bank		
Street Address:	960 Buford Drive		
City:	Cumming		
State/Country:	GEORGIA		
Postal Code:	30041		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3386604	PTX FUNCTIONAL TRAINER	
Registration Number:	3838808	TURBOVEST	
Registration Number:	3603813	EXPLOSIVE POWER WINS	
Registration Number:	3471927	VERTIMAX	
CORRESPONDENCE DATA			
Fax Number:	8132270439		
<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>			
Phone:	813-227-7433		
Email:	DHayes@trenam.com		
Correspondent Name:	Diana L. Hayes		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	15-2729		
NAME OF SUBMITTER:	Diana L. Hayes		
SIGNATURE:	/Diana L. Hayes/		
DATE SIGNED:	12/31/2015		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2015 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by GENETIC POTENTIAL, INC., a Virginia corporation ("Grantor") in favor of SYNOVUS BANK, a Georgia banking corporation ("Secured Party").

WHEREAS, Secured Party has made certain loans to Grantor as follows (collectively, the "Loans"): (i) a loan in the original principal amount of \$350,000.00 (as renewed, modified or increased from time to time, the "Express LOC Loan"), evidenced by a Note (U.S. Small Business Administration) in the amount of the Express LOC Loan (the "Express LOC Note"), and (ii) a loan in the original principal amount of \$475,000.00 (the "7(a) Loan"), evidenced by a Note (U.S. Small Business Administration) in the amount of the 7(a) Loan (the "7(a) Note").

WHEREAS, the Loans are made pursuant to one or more Loan Agreements dated of even date herewith, between Secured Party and Grantor (as amended, supplemented, replaced or otherwise modified from time to time, collectively, the "Loan Agreements")

WHEREAS, it is a condition precedent to the obligation of the Secured Party to make the Loans that the Grantor shall have executed and delivered (i) a Security Agreement dated of even date herewith, in favor of the Secured Party securing a first priority lien and security interest in and to the collateral named therein (the "Collateral") as security for the Express LOC Loan, and (ii) a Security Agreement dated of even date herewith, in favor of the Secured Party securing a second priority lien and security interest in and to the collateral named therein as security for the 7(a) Loan (as amended, supplemented, replaced or otherwise modified from time to time, collectively, the "Security Agreements").

WHEREAS, the Collateral includes, but is not limited to, the Intellectual Property Collateral (as hereinafter defined).

WHEREAS, Grantor has agreed, as a condition of the Loans and pursuant to the Loan Agreements and the Security Agreements, to execute this Intellectual Property Security Agreement with respect to the Intellectual Property Collateral, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

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

SECTION 1. Grant of Security. In furtherance and as confirmation of the first and second priority security interests in the Collateral granted by the Grantor under the Security Agreements, Grantor hereby ratifies such security interests and grants to the Secured Party a continuing first and second priority security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an event of default), in and to all of the present and future right, title and interest of Grantor in and to the following (the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Express LOC Note and the 7(a) Note (collectively, the "Notes"):

(a) all present and future trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade dress, trade styles, logos, or other indicia of origin or source identification, whether registered or unregistered, including without limitation trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, (i) each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) all present and future patents, patent applications, unpatented inventions (whether or not patentable) and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 2, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, revisions, divisions, continuations, continuations-in-part, substitutes, reexaminations, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) all present and future copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases, all mask works (as defined in 17 U.S.C. 901 of the Copyright Act), and all works of authorship and other intellectual property rights therein, whether registered or unregistered, and all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 3, (ii) the rights to copy, display, perform, print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) all present and future trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto

(including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) all present and future written licenses or agreements, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 3, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing;

provided that the Intellectual Property Collateral shall not include any application to register Trademarks in the U.S. Patent and Trademark Office based upon Grantor's "intent to use" such Trademark (but only if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. § 1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the U.S. Patent and Trademark Office with respect thereto, at which point the Intellectual Property Collateral shall include, and the security interest granted hereunder shall attach to, such application;

(g) all General Intangibles connected with the use of, or related to, any and all Intellectual Property Collateral (including, without limitation, all goodwill of Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property Collateral and the use thereof);

(h) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses (collectively, the "Licenses") entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) the right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreements and the Loan Agreements. The rights and remedies of each party hereto with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreements and the Loan Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreements or the Loan Agreements, the provisions of the Security Agreements or the Loan Agreements shall govern.

SECTION 5. Further Assurances. Grantor agrees, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as Secured Party may from time to time reasonably request to better assure, preserve, protect and perfect the security interests in the Intellectual Property Collateral granted pursuant to this Intellectual Property Security Agreement and the rights and remedies created hereby or the validity or priority of such security interests, including the payment of any fees and taxes required in connection with the execution and delivery of this Intellectual Property Security Agreement, the granting of the security interests and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 6. Governing Law. The Loans secured by this lien were made under a United States Small Business Administration ("SBA") nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Notes, this document and all documents evidencing or securing the Loans will be construed in accordance with federal law.

(b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Grantor, debtor or guarantor may claim or assert against SBA any local or state law to deny any obligation of Grantor or debtor, or defeat any claim of SBA with respect to the Loans.

(c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Notes secured by this instrument.

Unless the SBA is the holder of the Notes, Grantor and Secured Party agree that this document shall be governed by, and construed in accordance with, the laws of the State of Florida without reference to any choice of law or conflict of law rules or provisions that would cause the application of the domestic substantive laws of another jurisdiction.

[SIGNATURE ON THE FOLLOWING PAGE]


SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

(Corporate Seal)

GENETIC POTENTIAL, INC.,
a Virginia corporation

By: 
Michael Adrian Wehrell, President

SCHEDULE 1 - TRADEMARKS

1. Trademark Registrations and Trademark Applications

Applicant/Owner:	Trademark/ Service Mark:	Status:	Registration / Application Date:	Registration Number:	Serial Number:
Genetic Potential, Inc.	PTX FUNCTIONAL TRAINER	Registered	2/19/08	3,386,604	78/793,974
Genetic Potential, Inc.	TURBOVEST	Registered	8/24/10	3,838,808	77/718,912
Genetic Potential, Inc.	EXPLOSIVE POWER WINS	Registered	4/7/09	3,603,813	77/362,764
Genetic Potential, Inc.	VERTIMAX	Registered	7/22/08	3,471,927	77/352,623

Including any and all goodwill associated with these marks.

SCHEDULE 2 -PATENTS

2. Patent Registrations and Patent Applications

Applicant/Owner:	Title:	Application No.:	Patent No.:	Date of Filing:
Wehrell, Michael A.	PHYSICAL TRAINING APPARATUS AND METHOD	12/694,102	8,992,399	1/26/2010
Wehrell, Michael A.	PHYSICAL TRAINING APPARATUS AND METHOD	11/364,181	7,651,450	3/1/2006
Wehrell, Michael A.	SWING TRAINING APPARATUS AND METHOD	10/892,196	7,625,320 B2	7/16/2004
Wehrell, Michael A.	PHYSICAL TRAINING APPARATUS AND METHOD	10/892,568	7,494,453	7/16/2004
Wehrell, Michael A.	SPRINT TRAINING EXERCISE SYSTEM AND METHOD	09/180,685	6,158,389	5/14/1997
Wehrell, Michael A.	REFLEX TRAINING DEVICE AND METHOD	07/610,952	5,156,549	11/9/1990
Wehrell, Michael A.	SPRINT TRAINING EXERCISE SYSTEM AND METHOD	07/489,678	5,070,816	3/7/1990
Wehrell, Michael A.	VERTICAL JUMP EXERCISE APPARATUS	07/359,632	4,968,028	5/31/1989
Wehrell, Michael A.	BOXING EXERCISE HARNESS	07/223,623	4,961,573	7/25/1988
Wehrell, Michael A.	VERTICAL JUMP EXERCISE APPARATUS	07/200,964	4,863,163	6/1/1988

SCHEDULE 3 - COPYRIGHTS

3. Copyright Registrations and Copyright Applications

None.