

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378951

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flywheel Sports, Inc.		03/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Peapack-Gladstone Bank		
<b>Street Address:</b>	500 Hills Drive, Suite 300, P.O. Box 700		
<b>City:</b>	Bedminster		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07921-1538		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86900589	BUILT FOR LIFE	
<b>Serial Number:</b>	86900571	POWER YOUR LIFE	
<b>Serial Number:</b>	86705651	TORQ	
<b>Serial Number:</b>	86705612	TORQ SCORE	
<b>Serial Number:</b>	86603568	FLYBEATS	
<b>Registration Number:</b>	4677824	FLYWHEEL	
<b>Registration Number:</b>	4547751	POWER UP	
<b>Registration Number:</b>	4508181	FLY BARRE	
<b>Registration Number:</b>	4576609	TORQBOARD	
<b>Registration Number:</b>	4679306	FLY BARRE	
<b>Registration Number:</b>	4270062	STADIUM CYCLING	
<b>Registration Number:</b>	4225193	FLY FLYWHEEL SPORTS	
<b>Registration Number:</b>	4217593	FLY FLYWHEEL	
<b>Registration Number:</b>	4217592	FLYWHEEL	
<b>Registration Number:</b>	4203459	FLY	
<b>Registration Number:</b>	4207416	NEVER COAST	
<b>Registration Number:</b>	4207415	NEVER COAST	
<b>Registration Number:</b>	4207414	NEVER COAST	
<b>Registration Number:</b>	4109992	FLYBARRE	

OP \$590.00 86900589

Property Type	Number	Word Mark
Registration Number:	3985839	FLYWHEEL
Registration Number:	3938710	FLYWHEEL SPORTS
Registration Number:	4102794	FLYWHEEL SPORTS
Registration Number:	4191024	FLYWHEEL SPORTS

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** Susan O'Brien

**Address Line 1:** 187 Wolf Road, Suite 101

**Address Line 2:** CT Lien Solutions

**Address Line 4:** Albany, NEW YORK 12205

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne Arnold/
<b>DATE SIGNED:</b>	04/01/2016

**Total Attachments: 8**

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source=Trademark Security Agreement Submission Revised#page2.tif  
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source=Trademark Security Agreement Submission Revised#page7.tif  
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Flywheel Sports, Inc.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) March 30, 2016

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

Yes

No

Name: Peapack-Gladstone Bank

Internal Address:

Street Address: 500 Hills Drive, Suite 300, P.O. Box 700

City: Bedminster

State: NJ

Country: USA

Zip: 07921-1538

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls.udsalbano@wolterskluwer.com

**6. Total number of applications and registrations involved: 23**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

Authorized to be charged by credit card

Authorized to be charged to deposit account

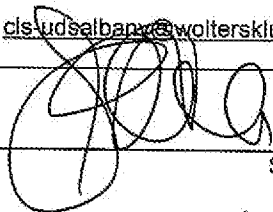
Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name:

**9. Signature:**



Signature

Joanne BL Arnold  
Name of Person Signing

March 31, 2016

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of March 30, 2016, is made by and among FLYWHEEL SPORTS, INC., a Delaware corporation (the "*Borrower*" or the "*Grantor*") in favor of PEAPACK-GLADSTONE BANK (the "*Secured Party*" or the "*Lender*").

WHEREAS, the Borrower has entered into a Loan Agreement, dated as of March 30, 2016 (the "*Loan Agreement*"), with the Lender;

WHEREAS, as a condition precedent to the making of loans by the Lender under the Loan Agreement, the Grantor and its Subsidiaries have executed and delivered to the Secured Party that certain Security Agreement, dated as of March 30, 2016, made by and among the Grantor, such Subsidiaries and the Secured Party (the "*Security Agreement*"); and

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 Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

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

1. **Grant of Security.** The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "*Trademark Collateral*");

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

(c) 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

(d) 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.

2. **Recordation.** The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This Trademark 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 Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark 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 Trademark 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 Trademark Security Agreement.


5. **Successors and Assigns.** This Trademark 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 Trademark 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 Trademark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) to the extent it would give effect to the laws of another jurisdiction.

[Signature pages follow]

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

**FLYWHEEL SPORTS, INC.**

By:   
Name: Edward Kimmond  
Title: CEO

Agreed to and accepted:

**PEAPACK-GLADSTONE BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

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

FLYWHEEL SPORTS, INC.


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed to and accepted:

PEAPACK GLADSTONE BANK

By: 

Name: Patrick R. Brocker

Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS**

FLYWHEEL SPORTS INC. U.S. REGISTRATIONS AND CURRENT APPLICATIONS		
Serial Number	Registration Number	Mark
86900589		BUILT FOR LIFE (CHARACTER)
86900571		POWER YOUR LIFE (CHARACTER)
86705651		TORQ (CHARACTER)
86705612		TORQ SCORE (CHARACTER)
86603568		FLYBEATS (CHARACTER)
86426605	4677824	FLWYHEEL (CHARACTER)
86163503	4547751	POWER UP (CHARACTER)
85980722	4508181	FLY BARRE (CHARACTER)
85773008	4576609	TORQBOARD (CHARACTER)
85748826	4679306	FLY BARRE (DESIGN)
85554414	4270062	STADIUM CYCLING (CHARACTER)
85553734	4225193	FLY FLYWHEEL SPORTS (DESIGN)
85553715	4217593	FLY FLYWHEEL (DESIGN)
85553705	4217592	FLYWHEEL (CHARACTER)
85369770	4203459	FLY (DESIGN)
85368557	4207416	NEVER COAST (CHARACTER)
85368555	4207415	NEVER COAST (CHARACTER)
85368554	4207414	NEVER COAST (CHARACTER)
85203481	4109992	FLYBARRE (CHARACTER)
85199964	3985839	FLYWHEEL (CHARACTER)
77865300	3938710	FLYWHEEL SPORTS (CHARACTER)
77865290	4102794	FLYWHEEL SPORTS (CHARACTER)
77865262	4191024	FLYWHEEL SPORTS (CHARACTER)

FLYWHEEL SPORTS INC. FOREIGN REGISTRATIONS AND CURRENT APPLICATIONS		
Registration No.	Country Of Registration	Mark
010763761	European Community	FLY FLYWHEEL (DESIGN)
010772093	European Community	FLYWHEEL (CHARACTER)
009720616	European Community	FLY (DESIGN)
009719089	European Community	FLYWHEEL SPORTS (CHARACTER)
010763589	European Community	FLY FLYWHELL SPORTS (DESIGN)
840500955	Brazil	FLYWHEEL (CHARACTER)



840500920	Brazil	FLYWHEEL (CHARACTER)
133518234	China	FLY FLYWHEEL (DESIGN)
9118475	China	FLY
1245293	China	FLYBARRE (CHARACTER)
1245944	China	FLYWHEEL SPORTS (CHARACTER)
1245945	China	FLY FLYWHEEL SPORTS (DESIGN)
1163136	Australia, Colombia, Egypt Kenya Russian Fed	FLYWHEEL (CHARACTER)
1277564	Australia, China, European Community, Japan, Republic of Korea, Singapore	FLYBEATS (CHARACTER)
S058017	Venezuela	FLYWHEEL (CHARACTER)
P339331	Venezuela	FFLYWHEEL (CHARACTER)
172466	UAE	FLYWHEEL (CHARACTER)
196706	UAE	FLYBARRE (CHARACTER)
172468	UAE	FLY FLYWHEEL (DESIGN)
172467	UAE	FLY (DESIGN)
T1101474F	Singapore	FLYWHEEL SPORTS (CHARACTER)
T1101457D	Singapore	FLY (DESIGN)
143311093	Saudi Arabia	FLYWHEEL (CHARACTER)
123311095	Saudi Arabia	FLYWHEEL (CHARACTER)
76833	Qatar	FLY (DESIGN)
76834	Qatar	FLY FLYWHEEL (DESIGN)
76835	Qatar	FLYWHEEL (CHARACTER)
201321	Peru	FLYWHEEL (CHARACTER)
77773	Peru	FLYWHEEL (CHARACTER)
222621	Panama	FLYWHEEL (CHARACTER)
225582	Panama	FLYBARRE (CHARACTER)
152394	Lebanon	FLYWHEEL (CHARACTER)
142921	Kuwait	FLYWHEEL (CHARACTER)
142922	Kuwait	FLYWHEEL (CHARACTER)
2625652	India	FLYWHEEL (CHARACTER)
230324	Costa Rica	FLYWHEEL (CHARACTER)
239396	Costa Rica	FLYWHEEL (CHARACTER)
1.055.788	Chile	FLYWHEEL (CHARACTER)
1.071.255	Chile	FLYWHEEL (CHARACTER)
1751116	Canada	FLYBEATS (CHARACTER)
1707875	Canada	FLY FLYWHEEL (DESIGN)
1559325	Canada	NEVER COAST (CHARACTER)
1514556	Canada	FLYWHEEL SPORTS (CHARACTER)

2.662.586	Argentina	FLYWHEEL (CHARACTER)
2.662.588	Argentina	FLYWHEEL (CHARACTER)