

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385590

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|---|----------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Vasa Fitness, LLC | | 11/18/2014 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deerpath Funding, LP, as Agent | | |
| Street Address: | 405 Lexington Avenue, 53rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10174 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86368491 | CIMA FITNESS | |
| Serial Number: | 86368469 | ALTA FITNESS | |
| Serial Number: | 86433283 | V VASA FITNESS | |
| Serial Number: | 86368456 | VASA FITNESS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7132266397 | | |
| <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: | 713-226-6000 | | |
| Email: | TMMail@porterhedges.com | | |
| Correspondent Name: | Jonathan Pierce | | |
| Address Line 1: | P.O. Box 4744 | | |
| Address Line 4: | Houston, TEXAS 77210-4744 | | |
| NAME OF SUBMITTER: | Jonathan Pierce | | |
| SIGNATURE: | /jmp/ | | |
| DATE SIGNED: | 05/25/2016 | | |
| Total Attachments: 5 | | | |
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2014 (the “**Agreement**”), by and between VASA FITNESS, LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH FUNDING, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party thereto, Vasa Intermediate Holdco, Inc. (“**Vasa Intermediate Holdings**”) and the other guarantors from time to time party thereto, Secured Party, and the lenders from time to time party thereto (collectively, the “**Lenders**”) have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Debtor and Vasa Intermediate Holdings, as debtors, and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor and Vasa Intermediate Holdings have granted a first-priority lien and security interest in all or substantially all of their assets to Secured Party;

WHEREAS, as a condition to extending credit to Debtor under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Debtor pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

SECURED PARTY:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: 
Name: Anish Bahl
Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

Patents:

None.

Trademarks:

| Mark | Type of Mark | Applicant/Owner | Jurisdiction | Serial Number | Filing Date |
|--------------------------------|---------------------|--|---------------------|----------------------|--------------------|
| CIMA FITNESS (word mark) | Service Mark | Body Firm Aerobics, LLC (f/k/a Body Firm Aerobics, Inc.) | USPTO | 86368491 | 8/15/2014 |
| ALTA FITNESS (word mark) | Service Mark | Body Firm Aerobics, LLC (f/k/a Body Firm Aerobics, Inc.) | USPTO | 86368469 | 8/15/2014 |
| VASA FITNESS | Logo | Body Firm Aerobics, LLC (f/k/a Body Firm Aerobics, Inc.) | USPTO | 86433283 | 10/23/2014 |
| VASA FITNESS (word mark) | Service Mark | Body Firm Aerobics, LLC (f/k/a Body Firm Aerobics, Inc.) | USPTO | 86368456 | 8/15/2014 |

Copyrights:

None.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]