

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intense Cycles, Inc.		11/07/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Fritz Jou Manufacturing Co., Ltd.		
Street Address:	Dong Da Road, Daya Dist.		
Internal Address:	No.1, Lane 910, Section 2		
City:	Taichung City		
State/Country:	TAIWAN		
Postal Code:	42879		
Entity Type:	Corporation: TAIWAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4254387	INTENSE CYCLES . USA	
Registration Number:	2894960	INTENSE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	uspto@hogefernton.com		
Correspondent Name:	Karl D. Chandler		
Address Line 1:	60 South Market Street, Suite 1400		
Address Line 4:	San Jose, CALIFORNIA 95113		
DOMESTIC REPRESENTATIVE			
Name:	Karl D. Chandler		
Address Line 1:	60 South Market Street, Suite 1400		
Address Line 4:	San Jose, CALIFORNIA 95113		
NAME OF SUBMITTER:	Martha R. Swenson		
SIGNATURE:	/Martha R. Swenson/		
DATE SIGNED:	11/30/2016		
Total Attachments: 3			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of Nov. 7, 2016, is entered into by Intense Cycles, Inc., a California corporation (hereinafter referred to as the "Pledgor"), and Fritz Jou Manufacturing Co., Ltd. (the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Secured Party; and

WHEREAS, the parties desire to enter into this short form Trademark Security Agreement which may be filed as a public record of the Secured Party's security interest in the Collateral (defined below);

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Collateral. The Pledgor pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

(a) Trademarks, namely, (i) INTENSE, INTENSE CYCLES and INTENSE CYCLES . USA (the "Primary Marks"), all trademarks, trade names, trade styles, service marks, designs and general intangibles of like nature that incorporate, are based on, or are similar to the Primary Marks, now existing or adopted or acquired in the future; (ii) all right, title and interest therein and thereto; (iii) all registrations and recordings, including, without limitation, applications, registrations and recordings in the United States and Patent and Trademark Office or in any similar office or agency of the United States, any state, or any other country or political subdivision, whether now owned or acquired by the Pledgor, including, without limitation, those listed on **Schedule I** attached hereto; and (iv) all reissues, extensions or renewals and all licenses thereof; and

(b) all goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The rights and remedies of the Secured Party with respect to the security interest in the collateral confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

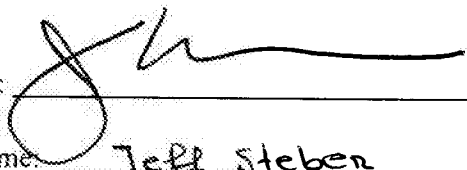
SECTION 4. Termination. Upon the payment in full of the Obligations, the Secured Party shall execute, acknowledge, and deliver to the Pledgor an instrument in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Collateral under the Security Agreement and this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

DEBTOR

Intense Cycles, Inc., a California corporation

By: 
Name: Jeff Steben

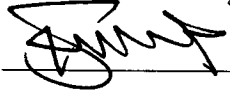
Title: President

Address: 42380 Rio Nedo
Temecula, California 92590

Accepted and agreed:

SECURED PARTY

Fritz Jou Manufacturing Co., Ltd.

By: 
Name: _____

Title: _____

Address: No. 1, Lane 910, Section 2
Dong Da Road, Daya Dist.
Taichung City 42879, Taiwan

Schedule I

REGISTRATIONS

Trademark	Reg. Date	Reg. No.
Intense Cycles . USA	December 4, 2012	4254387
Intense	October 19, 2004	2894960