

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FYZICAL, LLC		12/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WEBSTER BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	281 Tresser Boulevard, 4th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	87687877		
Serial Number:	87687822	HIPS FOR LIFE	
Serial Number:	87470399	REPAIR REJUVENATE REFUEL REJOICE	
Serial Number:	87428674	LOVE YOUR LIFE	
Serial Number:	87455488	PROFITWARE	
Serial Number:	87344245	SPELLED DIFFERENT BECAUSE WE ARE DIFFERE	
Serial Number:	87538120	FITNESS ON RAILZ	
Serial Number:	87518042	SPF SINGLE POINT FIXATION	
Serial Number:	87470468	SAFETY OVERHEAD SYSTEM (S.O.S.)	
Serial Number:	86545880	MSBD	
Serial Number:	86871772	PROFITWARE THE PROPHET OF PRACTICE INTEL	
Serial Number:	86703002	BODYQ	
Serial Number:	86565269	CATCH ME BEFORE I FALL	
Serial Number:	86365484	PILLARS OF SUCCESS · DIRECTIVES FOR A PR	
Serial Number:	85864245	MASTER HEALING FASTER	
Serial Number:	85884394	HEALTH IQ THE PRESCRIPTION FOR LIVING A	
CORRESPONDENCE DATA			
Fax Number:	4045725100		

TRADEMARK

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.

Phone: 4045723408
Email: mramic@kslaw.com
Correspondent Name: Mia Ramic King and Spalding
Address Line 1: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	06726.015044
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NAME OF SUBMITTER:	/s/ Mia Ramic
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SIGNATURE:	/s/ Mia Ramic
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DATE SIGNED:	01/02/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Webster Bank, National Association (“Webster”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Webster, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Property) (the “Trademark Collateral”):

(a) all of its registered and applied for Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty, Pledge and Security Agreement.

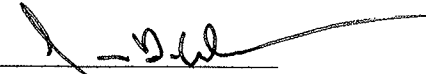
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

FYZICAL, LLC
as Grantor

By: 
Name: James D. Abrams
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006239 FRAME: 0946

ACCEPTED AND AGREED
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION

as Agent

By: Theresa Baker

Name: Theresa Baker

Title: Director


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 006239 FRAME: 0947

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>	<i>FILING DATE/ REG. DATE</i>
	Fyzical, LLC	87687877	11/16/2017
HIPS FOR LIFE	Fyzical, LLC	87687822	11/16/2017
REPAIR REJUVENATE REFUEL REJOICE	Fyzical, LLC	87470399	05/31/2017
LOVE YOUR LIFE	Fyzical, LLC	87428674	04/27/2017
PROFITWARE	Fyzical, LLC	87455488	05/18/2017
SPELLED DIFFERENT BECAUSE WE ARE DIFFERENT	Fyzical, LLC	87344245 / 5285580	02/21/2017 / 09/12/2017
FITNESS ON RAILZ	Fyzical, LLC	87538120	07/21/2017
SPF SINGLE POINT FIXATION	Fyzical, LLC	87518042	07/06/2017
SAFETY OVERHEAD SYSTEM (S.O.S.)	Fyzical, LLC	87470468	05/31/2017
MSBD	Fyzical, LLC	86545880	02/25/2015
PROFITWARE THE PROPHET OF PRACTICE INTELLIGENCE	Fyzical, LLC	86871772 / 5214821	01/11/2016 / 05/30/2017
BODYQ	Fyzical, LLC	86703002 / 5177181	07/23/2015 / 04/04/2017

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>	<i>FILING DATE/ REG. DATE</i>
CATCH ME BEFORE I FALL	Fyzical, LLC	86565269 / 4970119	03/16/2015 / 05/31/2016
 PILLARS OF SUCCESS <small>*DIRECTIONS FOR A PROSPEROUS PRACTICE*</small>	Fyzical, LLC	86365484 / 4965324	08/13/2014 / 05/24/2016
MASTER HEALING FASTER	Fyzical, LLC	85864245 / 4576778	03/01/2013 / 07/29/2014
HEALTHIQ THE PRESCRIPTION FOR LIVING A HEALTHY LIFE	Fyzical, LLC	85884394 / 4486352	03/22/2013 / 02/18/2014