

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493500

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PI Acquisition, LLC n/k/a OPTP, LLC		08/31/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FIRSTBANK
Street Address:	211 Commerce St.
Internal Address:	Suite 300
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37201
Entity Type:	Bank (Corp.): TENNESSEE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5329758	AXIS
Serial Number:	87878124	DIRECTIONAL EXERCISES
Registration Number:	5333704	OPTP
Registration Number:	4517501	OPTP
Registration Number:	5339975	PRO-ROLLER
Serial Number:	87650434	THE ORIGINAL OPTP
Registration Number:	4467859	THE STAR ROLLER
Registration Number:	1913172	SI-LOC
Serial Number:	87148032	STRETCH OUT STRAP

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: aharrison@stites.com
 Correspondent Name: Stites & Harbison, PLLC
 Address Line 1: 401 Commerce St.
 Address Line 2: Suite 800
 Address Line 4: Nashville, TENNESSEE 37219

OP \$240.00 5329758

NAME OF SUBMITTER:	Aimee Harrison
SIGNATURE:	/aimee harrison/
DATE SIGNED:	10/11/2018
Total Attachments: 8 source=FirstBank-Positex__CB04_Trademark_Security_Agreement_(executed)#page1.tif source=FirstBank-Positex__CB04_Trademark_Security_Agreement_(executed)#page2.tif source=FirstBank-Positex__CB04_Trademark_Security_Agreement_(executed)#page3.tif source=FirstBank-Positex__CB04_Trademark_Security_Agreement_(executed)#page4.tif source=FirstBank-Positex__CB04_Trademark_Security_Agreement_(executed)#page5.tif source=FirstBank-Positex__CB04_Trademark_Security_Agreement_(executed)#page6.tif source=FirstBank-Positex__CB04_Trademark_Security_Agreement_(executed)#page7.tif source=FirstBank-Positex__CB04_Trademark_Security_Agreement_(executed)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), made this 31st day of August, 2018, is among FIRSTBANK (the "Bank") and PI ACQUISITION, LLC, a Delaware limited liability company ("PI Acquisition").

BACKGROUND

A. WHEREAS, the parties are parties to that certain Loan and Security Agreement dated as of even date herewith (the "Loan Agreement") pursuant to which PI Acquisition pledges certain assets to secure a loan granted by the Bank;

B. WHEREAS, some of the assets pledged as security for the loan in the Loan Agreement include intellectual property assets, including marks; and

C. WHEREAS, the parties execute this Agreement to supplement the Loan Agreement for the purpose of recording this Agreement with the United States Patent and Trademark Office and/or other relevant UCC or intellectual property filing offices to put third parties on notice of the Bank's security interest in the Marks (as defined below).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in the Loan Agreement. The term "UCC" means the Uniform Commercial Code as in effect in the State of Tennessee. "Commercial Tort Claims" shall have the meaning provided in the UCC.
2. **Security Interest Grant.** As security for the prompt payment and performance of all Obligations, PI Acquisition hereby grants the Bank a security interest in all of PI Acquisition's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which PI Acquisition now has or hereafter owns, acquires, or develops an interest and wherever located (collectively, part of the "Collateral"):
 - (a) all state (including common law), federal, and foreign trademarks, service marks, certification marks, trade names, corporate and company names, and other types of source identifiers (collectively, "Marks"), whether arising under a statute or under common law, whether registered or unregistered, registrations of such Marks, and applications for registration of such Marks (but excluding any application to register any Mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such Mark to the extent the creation of a security interest therein would void or invalidate such Mark or the application or resulting registration therefor), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such Marks, names,

registrations, and applications as described in *Schedule A*), whether registered or unregistered and wherever registered, all rights to claim, sue, recover, or collect damages for, enjoy, obtain other legal or equitable relief for past, present or future infringement, unauthorized use, misuse, dilution, violation, unfair competition, or other impairment thereof, all rights arising therefrom and pertaining thereto and registrations, renewals, applications, and other filings for any Marks in any intellectual property filing office and rights throughout the world analogous to the foregoing;

- (b) all Internet domain names;
- (c) the entire goodwill of or associated with the businesses now or hereafter conducted by PI Acquisition connected with and symbolized by any of the aforementioned properties and assets;
- (d) all general intangibles and all intellectual or other intangible property of PI Acquisition of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (e) all proceeds of any and all of the foregoing Collateral (including license royalties, revenue, income, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a Mark filed with the United States Patent and Trademark Office (the "PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is filed, at which time such Mark shall automatically become part of the Collateral and subject to the security interest pledged.

- 3. **Continuing Interest.** PI Acquisition agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with *Section 12*.
- 4. **Supplement to Loan Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Bank under the Loan Agreement or other security documents referred to therein. The rights and remedies of the Bank with respect to the security interests granted in this Agreement are without prejudice to, and are in addition to those set forth in, the Loan Agreement or any other security documents referred to in the Loan Agreement, all terms and provisions of which are incorporated into this Agreement by reference.
- 5. **Representations and Warranties.** In addition to the representations and warranties set forth in the Loan Agreement (which are incorporated into this Agreement by this reference), PI Acquisition represents and warrants to the Bank that a true and correct list

of all of the Marks owned by PI Acquisition that are registered or applied for registration before a governmental authority is set forth in attached *Schedule A*.

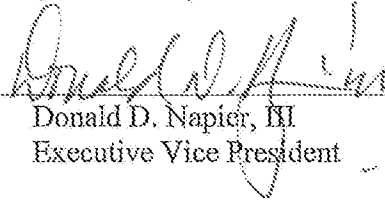
6. **Further Acts.** On a continuing basis, PI Acquisition shall make, execute, acknowledge, and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by the Bank (i) to carry out the intent and purposes of this Agreement, or for assuring, confirming, or protecting the grant or perfection of the security interest granted or purported to be granted hereby, (ii) to ensure PI Acquisition's compliance with this Agreement, or (iii) to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, any UCC filing office, any other intellectual property filing office, or any applicable state office. The Bank may record a financing statement, this Agreement, an abstract thereof, or any other document describing the Bank's interest in the Collateral with the PTO, any UCC filing office, any intellectual property filing office, or any state office, at the expense of PI Acquisition. In addition, PI Acquisition authorizes the Bank to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Bank. If PI Acquisition shall at any time hold or acquire a Commercial Tort Claim in excess of \$500,000 related to the Collateral after litigation or any other proceeding has commenced related to such Commercial Tort Claim, PI Acquisition shall promptly notify the Bank in a writing signed by PI Acquisition of the brief details thereof and grant to the Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Bank.
7. **Authorization to Supplement.** If PI Acquisition shall obtain rights to any new Marks, the provisions of this Agreement shall automatically apply to them. PI Acquisition shall give prompt notice in writing to the Bank with respect to any new application or registration of a Mark filed or acquired by PI Acquisition or renewal or extension of any registration for a Mark. Without limiting PI Acquisition's obligations under this *Section 7*, PI Acquisition authorizes the Bank to modify this Agreement by amending *Schedule A* to include any such new Mark rights and authorizes the Bank to file the modified Agreement with amended *Schedule A* in the applicable UCC filing office as well as the PTO and any other intellectual property office or state office. Notwithstanding the foregoing, no failure to so modify this Agreement or amend *Schedule A* shall in any way affect, invalidate or detract from the Bank's continuing security interest in all the Collateral, whether or not listed on *Schedule A*.
8. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by PI Acquisition, the Bank, and their respective successors and assigns. PI Acquisition may not assign, transfer, hypothecate, or otherwise convey its rights, benefits, obligations, or duties hereunder except as specifically permitted by the Loan Agreement.
9. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Tennessee, except as required by mandatory provisions of law or to the extent the validity, perfection, or priority of the security interests hereunder, or the

remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Tennessee.

10. **Entire Agreement; Amendment.** This Agreement and the Loan Agreement, together with their Schedules, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision of it may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Bank unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules to it solely as provided in *Section 7* hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Loan Agreement, the terms and provisions of the Loan Agreement shall control.
11. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.
12. **Termination.** Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Bank (at PI Acquisition's expense) shall promptly execute and deliver to PI Acquisition such documents and instruments reasonably requested by PI Acquisition as shall be necessary to evidence termination of all such security interests given by PI Acquisition to the Bank hereunder, including cancellation of this Agreement by written notice from the Bank to the PTO.
13. **No Inconsistent Requirements.** PI Acquisition acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and PI Acquisition agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
14. **Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.
15. **Notices.** All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLACQUISITION, LLC

By: 
Donald D. Napier, III
Executive Vice President

FIRSTBANK

By: _____
Doug Remke
Senior Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PI ACQUISITION, LLC

By: _____
Donald D. Napier, III
Executive Vice President

FIRSTBANK

By:  _____
Doug Remke
Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Schedule A

Marks

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country
SI-LOC	App 768511 Reg TMA457914	App 15-NOV-1994 Reg 24-MAY-1996	Canada
Axis	App 87428183 Reg 5329758	App 27-APR-2017 Reg 07-NOV-2017	U.S.
directional exercises	App 87878124 (Application filed as an intent-to-use application)	App 16-APR-2018	U.S.
OPTP	App 87354587 Reg 5333704	App 01-MAR-2017 Reg 14-NOV-2017	U.S.
OPTP	App 86036137 Reg 4517501	App 13-AUG-2013 Reg 22-APR-2014	U.S.
Pro-Roller	App 87428185 Reg 5339975	App 27-APR-2017 Reg 21-NOV-2017	U.S.
the ORIGINAL OPTP	App 87650434 (Application filed as an intent-to-use application)	App 18-OCT-2017	U.S.
	App 85874636 Reg 4467859	App 13-MAR-2013 Reg 14-JAN-2014	U.S.
SI-LOC	App 74547447 Reg 1913172	App 11-JUL-1994 Reg 22-AUG-1995	U.S.
stretch out strap	App 87148032	App 23-AUG-2016	U.S.

TOOLS FOR FITNESS, KNOWLEDGE FOR HEALTH



OPTP

Trade Names

OPTP

Positex

Domain Names

DOMAIN NAME
OPTP.COM
STRETCHOUTSTRAP.COM
FOAM-ROLLER.COM