

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499142

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FITSCRIPT LLC		11/20/2018	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONNECTICUT INNOVATIONS, INCORPORATED		
<b>Street Address:</b>	865 BROOK STREET		
<b>City:</b>	ROCKY HILL		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06067		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4413775	FITSCRIPT	
<b>Registration Number:</b>	4372457	GLUCOSEZONE	
<b>Registration Number:</b>	4760079	D-FIGHT!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8605482680		
<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>			
<b>Phone:</b>	8605095347		
<b>Email:</b>	cguilmette@uks.com		
<b>Correspondent Name:</b>	Gregg J. Lallier, Esquire		
<b>Address Line 1:</b>	100 Pearl Street		
<b>Address Line 2:</b>	Updike, Kelly & Spellacy, P.C.		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	CHRISTINE GUILMETTE		
<b>SIGNATURE:</b>	/CHRISTINE GUILMETTE/		
<b>DATE SIGNED:</b>	11/21/2018		
<b>Total Attachments: 7</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 20, 2018 by **FITSCRIPT LLC**, a Connecticut limited liability company (the “**Company**”), for the benefit of **CONNECTICUT INNOVATIONS, INCORPORATED**, a Connecticut corporation in its capacity as Lenders’ Representative (the “**Lenders’ Representative**”).

**WITNESSETH**

**WHEREAS**, pursuant to the terms of a certain Loan Agreement of even date herewith among Company, the Lenders’ Representative and the Lenders named therein (the “**Loan Agreement**”), each Lender has agreed to purchase from Company one or more convertible promissory notes in the aggregate principal amount of \$2,500,000;

**WHEREAS**, pursuant to that certain Security Agreement between Company and the Lenders’ Representative of even date herewith (as amended and in effect from time to time, the “**Security Agreement**”), Company has granted to the Lenders’ Representative, for the benefit of and on behalf of the Lenders, a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on **Schedule A** attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

**WHEREAS**, this Agreement is supplemental to the provisions contained in the Security Agreement;

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“**Copyrights**” means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Domain Names**” means all domain names and domain name registration applications that are owned by Company or in which Company has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions,

continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Registry**” means, as applicable, (a) any domain name registry with which the Domain Names are registered, (b) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with which Copyrights are registered or (c) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with which Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on **Schedule A** attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

## 2. **SECURITY INTEREST.**

**2.1. Security Interest.** As collateral security for the payment and performance in full of all of the Obligations, Company hereby unconditionally grants to the Lenders’ Representative, for the ratable benefit of the Lenders, a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all proceeds of any of the foregoing. Company hereby authorizes the Lenders’ Representative to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Lenders’ Representative under this Agreement and the Security Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, in the event that the Borrower obtains the Bank Indebtedness (as defined in the Loan Agreement), the Lenders’ Representative and the Lenders shall, if required by the bank or financial institution providing such Bank Indebtedness, subordinate the lien and security interest granted to the Lenders’ Representative hereunder to the security interest and/or lien granted by the Borrower to such bank or financial institution in connection with the Bank Indebtedness pursuant to a subordination/intercreditor agreement reasonably acceptable to Lenders’ Representative.

**2.2. Supplemental Security Agreement.** Pursuant to the Security Agreement, Company has granted to the Lenders’ Representative, for the benefit of and on behalf of the Lenders, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Lenders’ Representative in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document

hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Lenders' Representative in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code of the State of Connecticut, as amended from time to time (the "UCC") (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Lenders' Representative and/or any Lender in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Lenders' Representative and/or any Lender in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all obligations of Company with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Lenders' Representative and the Lenders (and the Obligations of Company) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. NEITHER THE LENDERS' REPRESENTATIVE NOR ANY LENDER ASSUMES ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

**3. AFTER-ACQUIRED DOMAIN NAMES, ETC.**

**3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents.** If, before the Obligations shall have been finally paid and satisfied in full, Company shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Company shall promptly give to the Lenders' Representative notice thereof in writing and execute and deliver to the Lenders' Representative such documents or instruments as the Lenders' Representative may reasonably request further to implement, preserve or evidence the interests of the Lenders' Representative therein.

**3.2. Amendment to Schedule.** Company authorizes the Lenders' Representative to modify this Agreement, without the necessity of Company's further approval or signature, by amending **Schedule A** hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Company.

**4. NO ASSUMPTION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE LENDERS' REPRESENTATIVE NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE COMPANY WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE COMPANY'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE

THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE COMPANY, AND THE COMPANY SHALL INDEMNIFY THE LENDERS' REPRESENTATIVE AND LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDERS' REPRESENTATIVE OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

5. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Lenders' Representative with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Lenders' Representative contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Lenders' Representative under the Security Agreement.

6. **AMENDMENT AND WAIVER.** Except as set forth in Section 3.2, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Company and the Lenders' Representative.

7. **FILINGS.** The Lenders' Representative may at any time and from time to time, at Company's expense, file, or have Lenders' Representative's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or an electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

**[Remainder of Page Intentionally Left Blank – Signature Page(s) to Follow]**

*Signature Page to Intellectual Property Security Agreement*

**IN WITNESS WHEREOF**, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

**FITSCRIPT LLC**

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

Name: Charles O'Connell

Title: Chief Executive Officer, Duly Authorized

**Schedule A – Registered IP**

**Trademarks**

<b>Marks</b>	<b>Brief Description</b>	<b>Mark Type</b>	<b>Class</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Registration Number</b>
FITSCRIPT	IC 044. US 100 101. G & S: Providing assistance, fitness evaluation and consultation to individuals to help them make health, wellness and nutritional changes in their daily living to improve health. FIRST USE: 20130120. FIRST USE IN COMMERCE: 20130120	STANDARD CHARACTER MARK		85828721	Jan. 22, 2013	October 8, 2013	4413775
GLUCOSEZONE	IC 044. US 100 101. G & S: Providing information in the field of diabetes. FIRST USE: 20110724. FIRST USE IN COMMERCE: 20110724	STANDARD CHARACTER MARK		85805427	Dec. 18, 2012	July 23, 2013	4372457
D-Fight!	IC 041 Providing assistance, personal training and physical fitness consultation to individuals.	STANDARD CHARACTER MARK		86443972	Nov. 4, 2014	June 23, 2015	4760079

**Patents**

<b>Patent</b>	<b>Brief Description</b>	<b>Patent Type</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Issue Date</b>	<b>Patent Number</b>
ALGORITHMS FOR DIABETES EXERCISE THERAPY	Algorithms for exercise therapy based on real time glucose levels, and multi- media exercise guidance incorporating	U.S.	14/885,825	Oct 16 <sup>th</sup> , 2015	January 9, 2018	No. 9,861,310

ED448003



Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number
	data from bio metric wearable devices					

Domain Names

Domain Name	Expires	Purpose
<a href="http://www.fitscript.com">www.fitscript.com</a> <a href="http://www.glucosezone.com">www.glucosezone.com</a>	7/24/21	Website for Fitscript LLC and GLUCOSEZONE products