

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505336

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CLEARFIT INC.		12/11/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	275 Grove Street		
<b>Internal Address:</b>	Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5573627	JOBFINGERPRINT	
<b>Serial Number:</b>	87818552	CLEARFIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1035329		
<b>NAME OF SUBMITTER:</b>	Janet S. Wamsley		
<b>SIGNATURE:</b>	/Janet S. Wamsley/		
<b>DATE SIGNED:</b>	01/10/2019		
<b>Total Attachments: 3</b>			
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**SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement No. 1 to Intellectual Property Security Agreement (this "*Supplement*") is made as of the 11th day of December, 2018, by CLEARFIT INC., a corporation organized under the laws of Canada whose address is 150 Eglinton Avenue East, Suite 803, Toronto, Ontario, Canada M4 1E8 (the "*Grantor*"), in favor of Silicon Valley Bank, (the "*Bank*").

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of November 3, 2016 (as amended and of record from time to time hereinafter, the "*Grant*") in favor of the Bank, pursuant to which the Grantor granted a security interest in certain Trademarks (as defined therein); and

WHEREAS the Grantor desires to confirm the grant of a security interests in certain additional Trademarks in favor of the Bank.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Exhibit C. Exhibit C to the Grant is hereby supplemented, but not replaced, by Exhibit C-1 annexed hereto.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect.
  - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

GRANTOR:

CLEARFIT INC.

By:

Name:

Title:

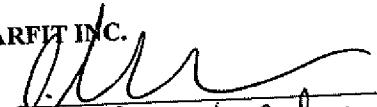
  
Jamie Schneiderman  
CEO

EXHIBIT C-1

Mark	Record Owners	Serial No./ Date	Date	Reg No./ Date	Date
JOBFINGERPRINT	CLEARFIT INC.	87696610	11/24/2017	5573627	10/2/2018
CLEARFIT	CLEARFIT INC.	87818552	3/2/2018		