

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOUNTAINSIDE FITNESS ACQUISITIONS, LLC		08/01/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	CIT BANK, N.A.		
Street Address:	11 W 42nd Street		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3215588	MOUNTAIN SIDE FITNESS	
Registration Number:	3449228	M MOUNTAINSIDE F I T N E S S	
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:	laura.o'brien@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	143452.00035		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	08/02/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY AGREEMENT** (this “IP Security Agreement”) is made and entered into as of August 1, 2019 by MOUNTAINSIDE FITNESS ACQUISITIONS, LLC, an Arizona limited liability company (the “Grantor”), to and in favor of CIT BANK, N.A., as Administrative Agent (together with its successors and assigns, the “Secured Party”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of the date hereof by and among, among others, Grantor and the Secured Party (the “Security Agreement”), Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks (as defined therein) identified herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this IP Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the Secured Obligations pursuant to the Security Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantor’s right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto).

Section 3. Purpose. This IP Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office (“USPTO”) the grant of a security interest in the Trademarks pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this IP Security Agreement with the USPTO shall (i) complete accurately, and include as part of such filing, the USPTO’s “*Recordation Form Cover Sheet*” for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest, and (ii) provide the other party hereto with copies of such filings.

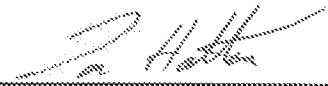
Section 6. Counterparts. This IP Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank; signature pages follow.]

IN TESTIMONY WHEREOF, Grantor and the Secured Party have caused this IP Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTOR:

**MOUNTAINSIDE FITNESS ACQUISITIONS,
LLC**

By:  _____

Name: THOMAS HATTEN

Title: MANAGER

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 006710 FRAME: 0643**

SECURED PARTY:

CIT BANK, N.A., as Administrative Agent

By: Brian Scully

Name: Brian Scully

Title: Vice President

SCHEDULE A
TRADEMARKS

Grantor	Jurisdiction	Trademark	Registration No.	Registration Date
Mountainside Fitness Acquisitions, LLC	United States	Mountain Side Fitness	3215588	March 6, 2007
Mountainside Fitness Acquisitions, LLC	United States	M Mountainside Fitness	3449228	June 17, 2008