

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core Health & Fitness, LLC		01/31/2020	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3873327	S	
Registration Number:	1843743	STEPMILL	
Registration Number:	1825273	STAIRMASTER	
Registration Number:	1618917	STAR TRAC	
Registration Number:	2429242	DYNAMIC HEART RATE CONTROL	
Registration Number:	2409352	STAR TRAC	
Registration Number:	2725242	SOFT TRAC	
Registration Number:	2848300	STAR TRAC	
Registration Number:	3298875	AUTO PILOT	
Registration Number:	3326216	FAMOUS STEPS	
Registration Number:	3403335	INSTINCT	
Registration Number:	3722877	EXPECT DIFFERENT	
Registration Number:	4102648	INSPIRATION STRENGTH	
Registration Number:	3680717	HOT BAR	
Registration Number:	2467955	LEVERAGE	
Registration Number:	4679707	TURBO TRAINER	
Registration Number:	5503469	FREEDOM RACK	
Registration Number:	5638304	GAUNTLET	
TRADEMARK			

CH \$540.00 3873327

Property Type	Number	Word Mark
Registration Number:	5903616	HIITMILL
Registration Number:	3624450	CORE FITNESS
Registration Number:	5458894	

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (074658-19137 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19137
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	02/03/2020

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2020 (this “Trademark Security Agreement”), made by CORE HEALTH & FITNESS, LLC, a Nevada limited liability company (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION (“PNC”), as Administrative Agent for the Secured Parties (as each is defined in the Credit Agreement referred to below).

Reference is made to the Amended and Restated Revolving Credit and Security Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, CORE ACQUISITION, LLC, a limited liability company formed under the laws of the State of Delaware (“Core Acquisition”), CORE HEALTH & FITNESS TRADING LIMITED, a limited liability company organized under the laws of England and Wales (“Core Limited”, and together with Grantor, Core Acquisition, and any other Person joined to the Credit Agreement as a borrower from time to time, the “Borrowers”), CORE INTERMEDIATE, LLC, a limited company formed under the laws of the State of Delaware (“Holdings” and, together with any other Person joined to the Credit Agreement as a Guarantor from time to time, collectively, the “Guarantors” and, together with the Borrowers, the “Loan Parties”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and PNC, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment in full in cash or performance in full, as the case may be, of the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title or interest in or to any and all of the trademarks listed on Schedule I hereto (the “Trademark Collateral”), and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement, and the Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more

fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns. This Trademark Security Agreement is an Other Document.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Credit Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature pages follow]

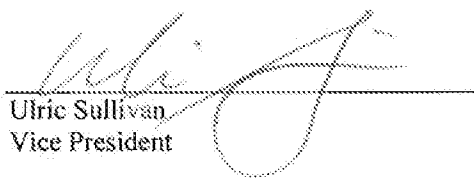
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CORE HEALTH & FITNESS, LLC, as Grantor

By:

Name:

Title:


Ulic Sullivan


Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006854 FRAME: 0543

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Graham Holding
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Serial Number</u>	<u>TM Number</u>
STAIRMASTER	SG	Pending	D002013012757	
STAR TRAC (and Design)	BR	Pending	829434194	
STAR TRAC	BR	Pending	829434186	
EXPECT DIFFERENT	CN	Pending	6567517	6567517
EXPECT DIFFERENT	CN	Pending	6567516	6567516
STAR TRAC EFITNESS SYSTEM	CN	Pending	7465677	
STAR TRAC EFITNESS SYSTEM	CN	Pending	7465676	
STAR TRAC (and Design)	IN	Pending	1617088	
STAR TRAC	IN	Pending	1617089	
STAR TRAC EFITNESS SYSTEM	IN	Pending	1827706	953753
STAR TRAC EFITNESS SYSTEM	CN	Pending	9127174	9127174
TWISTLOCK	TW	Pending	99047097	1466615
S (Stylized)	US	Registered	85003759	3873327
S (Stylized)	WO	Registered	1054819	
STAIRMASTER	SA	Registered	23732	313/89
STAIRMASTER	HO	Registered	12436/98	75842
STEPMILL	US	Registered	74261848	1843743
STAIRMASTER	AW	Registered	IM-980921.15	19391
STAIRMASTER	AR	Registered	1899282	1527999
STAIRMASTER	AU	Registered	601805	A601805
FREERUNNER	AT	Registered	AM 5381/98	185227
STAIRMASTER	BH	Registered	1311/93	16936
STAIRMASTER	BB	Registered	P.6101	81/13835
STAIRMASTER	BR	Registered		818078154
STEPMILL	BR	Registered		817288040
STEPMILL	BR	Registered		817288082
STAIRMASTER	BN	Registered	22572	20414
FREERUNNER	CA	Registered	888500	517719
STAIRMASTER	CA	Registered	731326	429750
STAIRMASTER (stylized)	CA	Registered	622325	366274
STEPMILL	CA	Registered	731320	429748
STAIRMASTER	CN	Registered	94044685	823508
FREERUNNER	CO	Registered	9849103	222933
STAIRMASTER	CO	Registered	422320	161655
STAIRMASTER	CR	Registered	86424	86425
STAIRMASTER	DK	Registered	VA198807455	VR199002634
FREECLIMBER	DO	Registered	415508	100488
STAIRMASTER	DO	Registered	417534	101263
STAIRMASTER	EG	Registered	117936	117936
STAIRMASTER	FI	Registered	88/4695	109994
FREECLIMBER	FR	Registered	269502	1646289
FREECLIMBER	DE	Registered	T31471/28 WZ	2017671
STAIRMASTER	IT	Registered	RM99C001845	869975
FREERUNNER	JP	Registered	10-74006	4321435
STAIRMASTER	JP	Registered	63-138680	2297804
STEPMILL	DE	Registered	T19447/28Wz	2091219
STAIRMASTER (stylized)	RU	Registered	97717303	177315
FREERUNNER	SA	Registered	45920	80/478
STAIRMASTER	SG	Registered	93/51083	T93/1083
FREERUNNER	KR	Registered	1998-22559	462215
STAIRMASTER	MY	Registered	93/02042	93002042
STAIRMASTER	SE	Registered	91/02985	235507

Title	Country	Status	Serial Number	TM Number
STAIRMASTER	MX	Registered	216231	480814
STAIRMASTER	CH	Registered	01200/1994	421301
STAIRMASTER	TW	Registered	83-28653	666109
FREERUNNER	AN	Registered	D-2795	2706
STAIRMASTER	TH	Registered	264612	TM31995
STAIRMASTER	AN	Registered	D-2794	2679
STAIRMASTER	NO	Registered		140315
STAIRMASTER	PE	Registered	63446	43810
STAIRMASTER	HK	Registered	1994 00605	6768/1996
STAIRMASTER	VN	Registered	17152	14603
STAIRMASTER	VE	Registered	94-007835	P184651
STEPMILL	GB	Registered	1569217	B1569217
FREERUNNER	AE	Registered	28069	22337
STAIRMASTER	AE	Registered	5776	2249
STAIRMASTER	TT	Registered	28749	28749
STAIRMASTER	TR	Registered	98/13413	200086
STAIRMASTER	US	Registered	74/373648	1825273
STAIRMASTER	EM	Registered	7169691	7169691
S (with figurative elements)	JP	Registered		1054819
FREERUNNER	CN	Registered	98/99358	1378179
STAR TRAC	US	Registered	74026530	1618917
DYNAMIC HEART RATE CONTROL	US	Registered	75662990	2429242
STAR TRAC	US	Registered	75618118	2409352
SOFT TRAC	US	Registered	76220257	2725242
STAR TRAC (and Design)	US	Registered	76378612	2848300
STAR TRAC (and Design)	AU	Registered	925924	925924
STAR TRAC (and Design)	MX	Registered	564806	770794
STAR TRAC (and Design)	MX	Registered	564807	840097
STAR TRAC (and Design)	CN	Registered		3296432
STAR TRAC (and Design)	TW	Registered	92029409	1091131
AUTO PILOT	US	Registered	78521313	3298875
FAMOUS STEPS	US	Registered	78636444	3326216
INSTINCT	US	Registered	78825769	3403335
EXPECT DIFFERENT	US	Registered	77265447	3722877
INSPIRATION STRENGTH	US	Registered	77357317	4102648
HOT BAR	US	Registered	77396446	3680717
LEVERAGE	US	Registered	76092421	2467955
INSTINCT	AU	Registered	1131751	1131751
IMPACT STRENGTH	AU	Registered	1205712	1205712
HUMANSPOUT	AU	Registered	1205714	1205714
INSPIRATION STRENGTH	AU	Registered	1240341	1240341
STAR TRAC EFITNESS SYSTEM	AU	Registered	1303246	1303246
STAR TRAC (and Design)	CA	Registered	1337463	TMA777385
STAR TRAC	CA	Registered	1337464	TMA777597
INSTINCT	CN	Registered	5570907	5570907
IMPACT STRENGTH	CN	Registered	6335156	6335156
HUMANSPOUT	CN	Registered	6335155	6335155
INSPIRATION STRENGTH	CN	Registered	6722924	6722924
STAR TRAC (and Design)	EM	Registered	2841021	2841021
GOING THE EXTRA MILE	EM	Registered	2840767	2840767
INSTINCT	EM	Registered	5276861	5276861
IMPACT STRENGTH	EM	Registered	6384408	6384408
HUMANSPOUT	EM	Registered	6384201	6384201
INSPIRATION STRENGTH	EM	Registered	6904825	6904825
STAR TRAC EFITNESS SYSTEM	EM	Registered	8354094	8354094
NATURAL RUNNER	JP	Registered	074496/2002	4737384
STAR TRAC (and Design)	JP	Registered	2002-075366	7366915
INSTINCT	JP	Registered	2006-079471	5233516
IMPACT STRENGTH	JP	Registered	108276/2007	5174644
HUMANSPOUT	JP	Registered	108277/277	5174645
INSPIRATION STRENGTH	JP	Registered	37543/2008	5248547
STAR TRAC (and Design)	KR	Registered	2004/0001728	45-0015456
INSTINCT	KR	Registered	40-2006-0043952	40-0723690
IMPACT STRENGTH	KR	Registered	40-2007-0057133	40-0831875
INSPIRATION STRENGTH	KR	Registered	40-2008-0023290	40-0833611
HUMANSPOUT	KR	Registered	40-2009-0045800	40-869404
INSTINCT	MX	Registered	889717	1047886
IMPACT STRENGTH	MX	Registered	890845	1214662
HUMANSPOUT	MX	Registered	890844	1077915

Title	Country	Status	Serial Number	TM Number
INSPIRATION STRENGTH	MX	Registered	933893	1066915
STAR TRAC (and Design)	RU	Registered	2007732704	395110
STAR TRAC	RU	Registered	2003721423	284406
STAR TRAC EFITNESS SYSTEM	RU	Registered	2009713358	411834
INSTINCT	SG	Registered	T06/17600H	T06/17600H
IMPACT STRENGTH	SG	Registered	T07/21434E	T07/21434E
HUMANSPOORT	SG	Registered	T07/21436A	T07/21436A
STAR TRAC (and Design)	SG	Registered	T06/15338E	T06/15338E
STAR TRAC (and Design)	ZA	Registered	2007/24260	2007/24260
STAR TRAC	ZA	Registered	2007/24259	2007/24259
NATURAL RUNNER	TW	Registered	91036988	1073388
STAR TRAC (and Design)	TW	Registered	91037222	1113803
STAR TRAC (and Design)	TW	Registered	91037223	1116237
INSTINCT	TW	Registered	95043798	1270980
IMPACT STRENGTH	TW	Registered	96050056	1346815
HUMANSPOORT	TW	Registered	96050052	1358436
INSPIRATION STRENGTH	TW	Registered	9702325	1358443
STAR TRAC EFITNESS SYSTEM	TW	Registered	98024611	1434011
TWISTLOCK	EM	Registered	9391855	9391855
STAR TRAC COACH	EM	Registered	9377961	9377961
STAR TRAC COACH	CA	Registered	1497453	TMA873,561
TWISTLOCK	CN	Registered	8690383	8690383
INSPIRATION STRENGTH	SG	Registered		T0806273E
TURBO TRAINER	US	Registered	86093353	4679707
STAR TRAC (and Design)	CN	Registered	15205575	15205575
STARTRAC	BR	Registered	815835078	815835078
FREEDOM RACK	US	Registered	86789655	5503469
GAUNTLET	US	Registered	86924069	5638304
HIITMILL	US	Registered	87321555	5903616
STAIRMASTER word	IT	Registered		1290003
S	IL	Registered	233599	1054819
CORE FITNESS	US	Registered	77491523	3624450
N/A (image only)	US	Registered	87628866	5458894