

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561525

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UNIBANK FOR SAVINGS | | 01/14/2020 | BANK: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | FINTESS EM, LLC (F/K/A FITNESS EQUIPMENT MANUFACTURING, LLC) | | |
| Street Address: | 660 DOUGLAS STREET | | |
| City: | UXBRIDGE | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01569 | | |
| Entity Type: | Limited Liability Company: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85386828 | EMPOWER | |
| Registration Number: | 3392283 | EMPOWER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5084598315 | | |
| <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> | | | |
| Phone: | 5084598015 | | |
| Email: | KLAFOND@FLETCHERTILTON.COM | | |
| Correspondent Name: | KAREN M LAFOND | | |
| Address Line 1: | 370 MAIN STREET | | |
| Address Line 2: | 11TH FLOOR | | |
| Address Line 4: | WORCESTER, MASSACHUSETTS 01608 | | |
| NAME OF SUBMITTER: | KAREN M LAFOND | | |
| SIGNATURE: | /KARENMLAFOND/ | | |
| DATE SIGNED: | 02/11/2020 | | |
| Total Attachments: 4 | | | |
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OP \$65.00 85386828

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

WHEREAS, pursuant to the Trademark Security Agreement, dated as of August 31, 2011, by and between **Fitness Equipment Manufacturing, LLC**, a Nevada limited liability company, predecessor in interest by merger to **Fitness EM, LLC**, a limited liability company duly organized and validly existing under the laws of the Commonwealth of Massachusetts having a principal place of business at 660 Douglas Road, Uxbridge, Massachusetts 01569 by migratory merger (the "Borrower"), and **UNIBANK FOR SAVINGS**, with a place of business at 49 Church Street, Whitinsville, Massachusetts 01588 (the "Lender"), recorded in the United States Patent and Trademark Office on September 6, 2011 at Reel 004652, Frame 0136, the Borrower, as a condition precedent to the making of the Loans under the Loan and Security Agreement, granted to the Lender a security interest in all of the Borrower's right, title and interest in and to the following property of the Borrower (the "Trademark Collateral"): (a) all of the Borrower's trademarks, trademark applications, inventions, trade secrets, know-how, proprietary information and rights in trademarks, inventions, trade secrets, know-how and proprietary information owned by others, which in the case of trademarks or trademark applications, are now or hereafter issued by or filed with the United States Patent and Trademark Office or any similar office or agency of any other countries, including, without limitation, the trademarks and trademark applications listed on Schedule 1 attached hereto and made part hereof (the "Trademarks"); (b) all Intellectual Property that is related to the Trademark Collateral; and (c) all proceeds of all of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements of the Trademarks, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

WHEREAS, the Company has paid in full its underlying Obligations to the Lender and the Company has requested and the Lender has agreed to execute and deliver to the Company such documents confirming and carrying out the release and discharge of the Lender's security interest in the Trademark Collateral; and

WHEREAS, the Lender wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release and discharge of its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender does hereby agree as follows:

1. Release. As of the date listed on the signature page hereto, the Lender hereby releases and discharges its lien on and security interest in the Trademark Collateral.
2. Further Assurances. The Lender hereby agrees, at the Company's expense, to execute such instruments and to take such other actions as the Company may reasonably request to terminate the Lender's security interest in the relevant Trademark Collateral.

3. Governing Law. This Notice of Release of Security Interest in Trademarks shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

4. Definitions. Capitalized terms used herein and not defined shall have the respective meanings ascribed or ascribed by reference to such terms in the Trademark Security Agreement.

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IN WITNESS WHEREOF, the Lender has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of this 17 day of January, 2020.

UNIBANK FOR SAVINGS,
as Lender

By: _____


J. Scott Rielly, Vice President

SCHEDULE 1

United States Trademarks and Trademark Applications owned by
Fitness EM, LLC (successor by merger to Fitness Equipment Manufacturing, LLC)

| Trademark No. | Date of Trademark | Title |
|---------------------|-----------------------------|---------|
| 3,392,283 | March 4, 2008 | EMPOWER |
| Serial No. 85386828 | Filing Date: August 2, 2011 | EMPOWER |

CLIENT FILES/21878/0092/03389901.DOCX