

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561527

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:	FITNESS EM, LLC		
Street Address:	660 DOUGLAS STREET		
City:	UXBRIDGE		
State/Country:	MASSACHUSETTS		
Postal Code:	01569		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4185409	MAKE YOUR MOVE	
Registration Number:	4902445	RE BY EMPOWER RECOVER. RECHARGE. RENEW.	
Registration Number:	4993871	WALK PLUS BY EMPOWER	
Serial Number:	86622282		
Serial Number:	86629547	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			

OP \$140.00 4185409

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

WHEREAS, pursuant to the Trademark Security Agreement, dated as of May 7, 2018, by and between **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 (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 May 15, 2018 at Reel 6331, Frame 0225, 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 I 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.

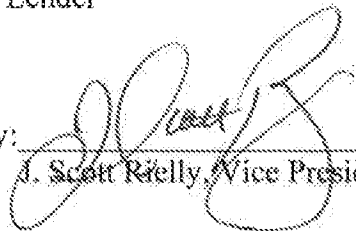
4. Definitions. Capitalized terms used herein and not defined shall have the respective meanings ascribed or ascribed by reference to such terms in the Trademark Security Agreement.

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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

Trademark No.	Date of Trademark	Title
Serial No. 86629547	Filing Date: May 14, 2015	EMPOWER
Serial No. 86622282	Filing Date: May 7, 2015	HUMMINGBIRD DESIGN
4,185,409	August 7, 2012	MAKE YOUR MOVE
4,902,445	February 16, 2016	RE BY EMPOWER RECOVER. RECHARGE. RENEW.
4,993,871	July 5, 2016	WALK PLUS BY EMPOWER

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