

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565477

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CORE HEALTH & FITNESS, LLC		01/31/2020	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC		
<b>Street Address:</b>	225 W. WASHINGTON ST.		
<b>Internal Address:</b>	9TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3873327	S	
Registration Number:	1843743	STEPMILL	
Registration Number:	1825273	STAIRMASTER	
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:	4679707	TURBO TRAINER	
Registration Number:	5503469	FREEDOM RACK	
Registration Number:	5638304	GAUNTLET	
Registration Number:	5903616	HIITMILL	
Registration Number:	3624450	CORE FITNESS	
<b>TRADEMARK</b>			

CH \$490.00 3873327

Property Type	Number	Word Mark
Registration Number:	5458894	
<b>CORRESPONDENCE DATA</b>		
Fax Number:	3105572193	
<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:	310-557-2900	
Email:	klathrop@proskauer.com	
Correspondent Name:	PROSKAUER ROSE LLP	
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400	
Address Line 2:	C/O KIMBERLEY A. LATHROP	
Address Line 4:	LOS ANGELES, CALIFORNIA 90067	
ATTORNEY DOCKET NUMBER:	51025.084	
NAME OF SUBMITTER:	Kimberley A. Lathrop	
SIGNATURE:	/Kimberley A. Lathrop/	
DATE SIGNED:	03/05/2020	
<b>Total Attachments: 5</b>		
source=07. MS_Core - Trademark Security Agreement (MS) (Executed)#page1.tif		
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source=07. MS_Core - Trademark Security Agreement (MS) (Executed)#page3.tif		
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source=07. MS_Core - Trademark Security Agreement (MS) (Executed)#page5.tif		

## 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 CORTLAND CAPITAL MARKET SERVICES LLC ("Cortland"), as Administrative Agent for the Secured Parties (as each is defined in the Loan Agreement referred to below).

Reference is made to the Term Loan 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 "Loan Agreement"), among CORE ACQUISITION, LLC, a Delaware limited liability company ("Borrowing Agent"), together with each Person joined thereto as a Borrower from time to time, the "Borrowers" and each a "Borrower"), CORE INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), the guarantor subsidiaries party thereto from time to time (together with the Borrowers and Holdings, collectively, 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 Cortland, 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 Loan 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 Loan Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment in full in cash or performance, as the case may be, in full 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 Loan 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 Loan 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 Loan Agreement, the provisions of the Loan 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.

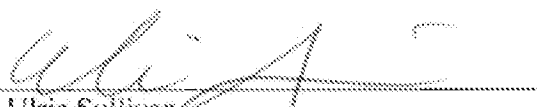
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Loan 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: Ulric Sullivan  
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006883 FRAME: 0931

Accepted and Agreed:

**CORTLAND CAPITAL MARKET SERVICES LLC,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Jon Kirschmeier  
Title: Associate Counsel

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT TRADEMARK**  
**REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Serial Number</b>	<b>TM Number</b>
S (Stylized)	US	Registered	85003759	3873327
STEPMILL	US	Registered	74261848	1843743
STAIRMASTER	US	Registered	74/373648	1825273
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
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
TURBO TRAINER	US	Registered	86093353	4679707
FREEDOM RACK	US	Registered	86789655	5503469
GAUNTLET	US	Registered	86924069	5638304
HIITMILL	US	Registered	87321555	5903616
CORE FITNESS	US	Registered	77491523	3624450
N/A (image only)	US	Registered	87628866	5458894