

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571514

<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>
Wellbeats, Inc.		04/10/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	318 West Adams Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88728225	WELLBEATS	
<b>Serial Number:</b>	88571074	WELLBEATS	
<b>Serial Number:</b>	86205089	W	
<b>Serial Number:</b>	86199993	VIRTUAL PRESENTATION · LIVE EXPERIENCE	
<b>Serial Number:</b>	86149498	WELLBEATS	
<b>Serial Number:</b>	85684518	FITNESS ON REQUEST	
<b>Serial Number:</b>	85684526	FITNESS ON REQUEST	
<b>Serial Number:</b>	85642618	ELEMENTS	
<b>Serial Number:</b>	85606723	FITNESS ON REQUEST	
<b>Serial Number:</b>	85566909	FITNESS ON REQUEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127155000		
<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>			
<b>Phone:</b>	3127155220		
<b>Email:</b>	tm-dept@quarles.com, christian.stahl@quarles.com, veronica.brooks@quarles.com		
<b>Correspondent Name:</b>	Christian Stahl at Quarles & Brady LLP		
<b>Address Line 1:</b>	300 North LaSalle Street, Ste. 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		

CH \$265.00 88728225

<b>ATTORNEY DOCKET NUMBER:</b>	115253.00193 Western Alli
<b>NAME OF SUBMITTER:</b>	Veronica Ford Brooks
<b>SIGNATURE:</b>	/VFB/
<b>DATE SIGNED:</b>	04/10/2020

**Total Attachments: 6**

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source=Intellectual Property Security Agreement - Bridge Bank - Wellbeats - Executed#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 10, 2020, (this "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and WELLBEATS, INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**WELLBEATS, INC.**, a Delaware  
corporation

By:   
Name: Jill Ross  
Title: Chief Financial Officer


**Address for Notices:**

Attn: Jill Ross  
1660 South Hwy 100  
Suite 590  
St. Louis Park, MN 55416

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LENDER:**

**WESTERN ALLIANCE BANK**, an Arizona corporation

By:  \_\_\_\_\_

Name: William Robinson

Title: Senior Vice President, Market Leader

**Address for Notices:**

318 West Adams Street  
Chicago, Illinois 60606  
Attn: William Robinson  
EMAIL: wrobinson@bridgebank.com

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
Trademark	Wellbeats (logo)	88728225	Pending	12/19/2019	No
Trademark	Wellbeats	88571074	6002075	3/2/2020	No
Trademark	W (logo)	86205089	5041560	9/13/2016	No
Trademark	Virtual Presentation Live Experience	86199993	4774415	7/14/2015	No
Trademark	Wellbeats	86149498	5100699	12/13/2016	No
Trademark	Fitness on Request	85684518	4390802	9/28/2019	No
Trademark	Fitness on Request (logo)	85684526	4413150	10/8/2013	No
Trademark	Elements (logo)	85642618	4420588	10/22/2013	No
Trademark	Fitness on Request (logo)	85606723	4359087	7/18/2019	No
Trademark	Fitness on Request	85566909	4345181	7/4/2013	No
Trademark (Canada)	Wellbeats	1677900	TMA987965	1/8/2018	No
Trademark (UK)	Fitness on Request	3038642	3038642	6/20/2014	No
Trademark (EU)	Wellbeats	12920369	12920369	12/19/2014	No

