

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICON HEALTH & FITNESS, INC.		04/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	5432052	FUSION CST	
Registration Number:	5500842	IFIT	
Registration Number:	5382573	IFIT	
Registration Number:	5215426	NORDICTRACK	
Registration Number:	5191179	HEALTHRIDER	
Registration Number:	5074564	MOVEREADY	
Registration Number:	5061227	ACTIVE PULSE	
Registration Number:	5228698	IFIT	
Registration Number:	4981074	FREEMOTION	
Registration Number:	4652231	FREEMOTION LIVEAXIS	
Registration Number:	4815733	LOTUS	
Registration Number:	5530425	IFIT	
Registration Number:	4604633	IFIT	
Registration Number:	4665905	PRO-FORM	
Registration Number:	4512642	RUTHLESS	
Registration Number:	4500591	IFIT	
Registration Number:	4630030	OCEAN YOGA	
Registration Number:	4450213	IFIT	
Registration Number:	4530472	OCEAN YOGA	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4363005	RIP:60
Registration Number:	3846000	SMOOTH FITNESS
Registration Number:	3755592	I-FIT
Registration Number:	3796515	FREEMOTION
Registration Number:	3262981	ONE TOUCH
Registration Number:	3262982	QUICK SPEED
Registration Number:	2929820	CABLE CROSS
Registration Number:	2940871	M FREEMOTION
Registration Number:	3030119	N
Registration Number:	2961997	M
Registration Number:	2944885	PRO FORM
Registration Number:	4230387	NORDICTRACK
Registration Number:	2566757	
Registration Number:	2482304	SPACE SAVER
Registration Number:	2482096	NORDICTRACK
Registration Number:	2466474	IFIT.COM
Registration Number:	2618509	IFIT
Registration Number:	2652123	NORDICTRACK
Registration Number:	2164953	ICON
Registration Number:	1777995	CROSS WALK
Registration Number:	1718385	PRO FORM
Registration Number:	1930107	IMAGE
Registration Number:	1588004	CADENCE
Registration Number:	1488669	NORDICTRACK
Registration Number:	1465620	WESLO
Registration Number:	1525754	PRO FORM
Registration Number:	1346441	PRO FORM
Registration Number:	1361341	WEIDER

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-2055

Email: ksolomon@stblaw.com

Correspondent Name: KATE MIRINO

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2250
NAME OF SUBMITTER:	KATE MIRINO
SIGNATURE:	/KM/
DATE SIGNED:	05/14/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 27, 2020 (this "Agreement") by and among ICON HEALTH & FITNESS, INC. (the "Grantor") and JPMorgan Chase Bank, N.A. as Administrative Agent (the "Agent").

Reference is made to (a) the Credit Agreement dated as of April 27, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among HF Holdings, Inc. ("Holdings"), the Grantor, the other Loan Parties party thereto, the Lenders party thereto and the Agent; and (b) the Pledge and Security Agreement dated as of April 27, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Holdings, the Grantor, the other Loan Parties party thereto and the Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Grantor and the other Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement as consideration for such extension of credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor pursuant to the Security Agreement did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all rights, title and interests arising under any Requirement of Law (as that term is defined in the Credit Agreement) in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith (excluding any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto), all registrations and recordations thereof and all applications in connection therewith, including all related foreign counterparts, renewals and extensions, and all income, royalties, proceeds and Liabilities (as that term is defined in the Security Agreement) at any time due or payable or asserted under or with respect to any of the foregoing through the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and all rights to obtain any other such rights throughout the world, including any of the foregoing set forth on Schedule I; and

(b) all exclusive Trademark Licenses under which the Grantor is a licensee.


SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ICON Health & Fitness, Inc.


By: 
Name: Everett Smith
Title: Secretary

[Signature Page to ICON Trademark Security Agreement]



JPMORGAN CHASE BANK, N.A. as
Administrative Agent


By: Suzanne Johnson
Name: Suzanne Johnson
Title: Vice President

SCHEDULE I

Trademark	Country	Reg. Date	Reg. Number	Assignee Name
FUSION CST	United States	3/27/2018	5432052	ICON Health & Fitness, Inc.
IFIT	United States	6/26/2018	5500842	ICON Health & Fitness, Inc.
IFIT	United States	1/16/2018	5382573	ICON Health & Fitness, Inc.
NORDICTRACK	United States	5/30/2017	5215426	ICON Health & Fitness, Inc.
HEALTHRIDER	United States	4/25/2017	5191179	ICON Health & Fitness, Inc.
MOVEREADY	United States	11/1/2016	5074564	ICON Health & Fitness, Inc.
ACTIVE PULSE	United States	10/11/2016	5061227	ICON Health & Fitness, Inc.
IFIT	United States	6/20/2017	5228698	ICON Health & Fitness, Inc.
FREEMOTION	United States	6/21/2016	4981074	ICON Health & Fitness, Inc.
FREEMOTION LIVEAXIS	United States	12/9/2014	4652231	ICON Health & Fitness, Inc.
 LOTUS	United States	9/22/2015	4815733	ICON Health & Fitness, Inc.
IFIT	United States	7/31/2018	5530425	ICON Health & Fitness, Inc.
IFIT	United States	9/16/2014	4604633	ICON Health & Fitness, Inc.
PRO-FORM	United States	1/6/2015	4665905	ICON Health & Fitness, Inc.

Trademark	Country	Reg. Date	Reg. Number	Assignee Name
RUTHLESS	United States	4/8/2014	4512642	ICON Health & Fitness, Inc.
IFIT	United States	3/25/2014	4500591	ICON Health & Fitness, Inc.
OCEAN YOGA	United States	10/28/2014	4630030	ICON Health & Fitness, Inc.
IFIT	United States	12/17/2013	4450213	ICON Health & Fitness, Inc.
OCEAN YOGA	United States	5/13/2014	4530472	ICON Health & Fitness, Inc.
RIP:60	United States	7/9/2013	4363005	ICON Health & Fitness, Inc.
SMOOTH FITNESS	United States	9/7/2010	3846000	ICON Health & Fitness, Inc.
I-FIT	United States	3/2/2010	3755592	ICON Health & Fitness, Inc.
FREEMOTION	United States	6/1/2010	3796515	ICON Health & Fitness, Inc.
ONE TOUCH	United States	7/10/2007	3262981	ICON Health & Fitness, Inc.
QUICK SPEED	United States	7/10/2007	3262982	ICON Health & Fitness, Inc.
CABLE CROSS	United States	3/1/2005	2929820	ICON Health & Fitness, Inc.

Trademark	Country	Reg. Date	Reg. Number	Assignee Name
M FREEMOTION	United States	4/12/2005	2940871	ICON Health & Fitness, Inc.
	United States	12/13/2005	3030119	ICON Health & Fitness, Inc.
	United States	6/14/2005	2961997	ICON Health & Fitness, Inc.
PRO-FORM	United States	4/26/2005	2944885	ICON Health & Fitness, Inc.
NORDICTRACK	United States	10/23/2012	4230387	ICON Health & Fitness, Inc.
	United States	5/7/2002	2566757	ICON Health & Fitness, Inc.
SPACE SAVER	United States	8/28/2001	2482304	ICON Health & Fitness, Inc.
NordicTrack	United States	8/28/2001	2482096	ICON Health & Fitness, Inc.
IFIT.COM	United States	7/3/2001	2466474	ICON Health & Fitness, Inc.
IFIT	United States	9/10/2002	2618509	ICON Health & Fitness, Inc.
NordicTrack	United States	11/19/2002	2652123	ICON Health & Fitness, Inc.

Trademark	Country	Reg. Date	Reg. Number	Assignee Name
ICON	United States	6/16/1998	2164953	ICON Health & Fitness, Inc.
CROSS WALK	United States	6/22/1993	1777995	ICON Health & Fitness, Inc.
PRO FORM	United States	9/22/1992	1718385	ICON Health & Fitness, Inc.
IMAGE	United States	10/24/1995	1930107	ICON Health & Fitness, Inc.
CADENCE	United States	3/20/1990	1588004	ICON Health & Fitness, Inc.
NORDICTRACK	United States	5/17/1988	1488669	ICON Health & Fitness, Inc.
WESLO	United States	11/17/1987	1465620	ICON Health & Fitness, Inc.
	United States	2/21/1989	1525754	ICON Health & Fitness, Inc.
PRO FORM	United States	7/2/1985	1346441	ICON Health & Fitness, Inc.
WEIDER	United States	9/24/1985	1361341	Weider Health and Fitness (ICON Health & Fitness, INC. is the exclusive licensee in 28 Int.)