

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fitness Anywhere LLC		08/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Woodforest National Bank		
Street Address:	865 S. Figueroa Street, Suite 3300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6011421	MOVEMENT IS A VITAL SIGN	
Registration Number:	6049742	TRX ROCKER	
Serial Number:	88342288	MOVEMENT IS A VITAL SIGN	
Serial Number:	88559784	TRX M BODY STRAP INTO THE MOVEMENT	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
	<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	389055-18		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	08/12/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 11, 2020 (the “**Effective Date**”) by Fitness Anywhere LLC, a Delaware limited liability company (“**Grantor**”) in favor of Woodforest National Bank (the “**Lender**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to (i) that certain Guarantee and Security Agreement, dated as of December 26, 2018 (as amended by that certain Waiver, Consent and Second Amendment to Credit Agreement and First Amendment to Guarantee and Security Agreement, dated as of the date hereof, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantor, certain other grantors party thereto, and the Lender and (ii) that certain Credit Agreement, dated as of December 26, 2018 (as amended by that certain First Amendment to Credit Agreement, dated as of May 13, 2019, and that certain Waiver, Consent and Second Amendment to Credit Agreement and First Amendment to Guarantee and Security Agreement, dated as of the date hereof, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), between the Grantor and the Lender; and

WHEREAS, under the terms of the Guarantee and Security Agreement, Grantor has (i) as collateral security for the Obligations, granted to the Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and the Lender agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, Grantor hereby grants to the Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) (1) all trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, trade dress, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on **Schedule 1**, (2) all income, royalties, damages and payments now and hereafter due and/or

payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any “intent to use” Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such “intent to use” Trademark application matures into an “actual use” Trademark application by Grantor’s receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an “Amendment to Alleged Use” or “Statement of Use,” such “intent to use” Trademark application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such “actual use” Trademark application.

Section 3. Recordation. Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

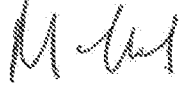
Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

FITNESS ANYWHERE LLC,
a Delaware limited liability company

By: 
Name: Brent Leffel
Title: Co-Chairman

WOODFOREST NATIONAL BANK, as Lender

By: Jason Prather

Name: Jason Prather

Title: Senior Vice President

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

#	Mark	Jurisdiction(s)	Application No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/Applicant
1.	TRX ROCKER	Australia, Brazil, Canada, China, European Union, India, International Protocol (Madrid), Japan, Mexico, Singapore, Turkey	A0094681	2/28/2020	1523837	2/28/2020	Registered	FITNESS ANYWHERE LLC
2.	TRX- Class 028	Brazil	1533532	4/24/2020	1533532	4/24/2020	Registered	FITNESS ANYWHERE LLC
3.	TRX class 028	Madrid Protocol	1533532	4/24/2020	1533532	4/24/2020	Registered	FITNESS ANYWHERE LLC
4.	RIP	Canada, International Protocol (Madrid)	1532361	4/21/2020	1532361	4/21/2020	Registered	FITNESS ANYWHERE LLC
5.	TRX	China	42867516	12/6/2019	--	--	Pending	FITNESS ANYWHERE LLC
6.	TRX	Mexico	1346392501	4/21/2011	1067700	2/1/2011	Registered	FITNESS ANYWHERE LLC
7.	TRX	New Zealand	827855	7/26/2010	827855	1/26/2011	Registered	FITNESS ANYWHERE LLC
8.	TRX SUSPENSION TRAINING	Portugal	529051	4/14/2014	529051	7/14/2014	Registered	FITNESS ANYWHERE LLC
9.	TRX	South Korea	1067700	4/8/2020	1067700	2/1/2011	Registered	FITNESS ANYWHERE LLC FITNESS ANYWHERE LLC
10.	TRX	South Korea	1067700	6/12/2020	1067700	2/1/2011	Registered	FITNESS ANYWHERE LLC
11.	TRX - Word	Thailand	--	--	--	--	--	FITNESS ANYWHERE

#	Mark	Jurisdiction(s)	Application No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/Applicant
								LLC
12.	MOVEMENT IS A VITAL SIGN	United States	88/342,252	3/15/2019	6,011,421	3/17/2020	Registered	FITNESS ANYWHERE LLC
13.	MOVEMENT IS A VITAL SIGN	United States	88/342,288	3/15/2019	--	--	Pending	FITNESS ANYWHERE LLC
14.	TRX M BODY STRAP INTO THE MOVEMENT	United States	88/559,784	8/1/2019	--	--	Pending	FITNESS ANYWHERE LLC
15.	TRX ROCKER	United States	88/599,484	8/30/2019	6,049,742	5/5/2020	Registered	FITNESS ANYWHERE LLC