

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609714

<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>
Clubcom, LLC		11/09/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDC Capital Inc.		
<b>Street Address:</b>	5 Place Ville-Marie		
<b>City:</b>	Montreal QC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B2G2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4028001	CLUBCOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8026580042		
<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>	8028604121		
<b>Email:</b>	trademarks@pfclaw.com		
<b>Correspondent Name:</b>	Paul Frank + Collins P.C.		
<b>Address Line 1:</b>	One Church Street		
<b>Address Line 4:</b>	Burlington, VERMONT 05402		
<b>NAME OF SUBMITTER:</b>	Michael J. Wasco		
<b>SIGNATURE:</b>	/Michael J Wasco/		
<b>DATE SIGNED:</b>	11/19/2020		
<b>Total Attachments: 9</b>			
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## TRADEMARK AND PATENT SECURITY AGREEMENT

**THIS TRADEMARK AND PATENT SECURITY AGREEMENT** (this "Agreement") is dated as of November 9, 2020, by and between **CLUBCOM, LLC**, a limited liability company organized under the laws of the State of Delaware (the "Debtor"), and **BDC CAPITAL INC.** (together with its successors and assigns, the "Secured Party").

**WHEREAS**, the Secured Party is making certain credit and other financial accommodations to the Debtor; and

**WHEREAS**, the Secured Party has required the Debtor to grant a security interest in assets of the Debtor, including but not limited to intellectual property rights described below;

The Debtor and the Secured Party therefore agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all of the Obligations (as such term is defined below), the Debtor hereby grants to the Secured Party a security interest in, and a mortgage upon, all of the Debtor's right, title, and interest in, to, and under the following property, wherever located, in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires, or develops an interest (collectively, the "Collateral"):

(a) all United States state (including common law) and federal trademarks, service marks and trade names, and applications for registration of such trademarks, service marks, and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark, or other mark to the extent that the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark, or other mark), all licenses relating to any of the foregoing, and all income and royalties with respect to any licenses (including but not limited to such marks, names, and applications as described in Schedule A to this Agreement), whether registered or unregistered and wherever registered, all rights to sue for past, present, or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions, and renewals thereof (all of the foregoing are collectively called the "Marks");

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the Marks;

(c) all United States patents and patent applications of the Debtor, including but not limited to those listed in Schedule B to this Agreement, all rights to sue for past, present, or future infringement or unconsented use of thereof, all rights arising therefrom and pertaining thereto, and all reissues, extensions, and renewals thereof (collectively, the "Patents");

(d) all general intangibles and all intangible intellectual or other similar property of the Debtor of any kind or nature, associated with or arising out of any of the foregoing Collateral and not otherwise described above;

(e) all proceeds of any and all of the foregoing Collateral (including but not limited to license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

2. The Obligations. The term “**Obligations**” means all obligations of the Debtor now or hereafter existing with respect to any credit or loan agreement, guaranty, lease, letter of credit, overdraft, or any other financial accommodation existing between the Debtor and the Secured Party, and all obligations of the Debtor now or hereafter existing under this Agreement, whether for principal, interest, expenses, indemnity, or otherwise.

3. No Assignment of Intent to Use Applications. No provision of this Agreement or any other agreement between the Debtor and the Secured Party shall constitute an assignment of any application for registration of any trademark, trade name or service mark prior to the filing of a verified statement of use with respect to such application under applicable law. Any provision that would have the effect of assigning one or more such applications shall be void as to such applications.

4. Warranties and Representations. The Debtor hereby covenants and warrants that: (i) the Debtor is the sole and exclusive owner of the entire right, title and interest in each of the Marks and the Patents, free and clear of any liens, pledges, assignments or other encumbrances; (ii) the Debtor has the unqualified right to enter into this Agreement and perform its terms; (iii) the Marks and the Patents are subsisting and have not been adjudged invalid or unenforceable; (iv) the Debtor has not received notice of any claim that the use of any of the Marks or the Patents does or may violate the rights of any third person; (v) the Debtor (or its predecessor) has used and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks; and (f) the Debtor does not hold any United States trademark registrations, trademark registration applications, patents, or patent applications or registrations other than those set forth in Schedule A and Schedule B to this Agreement. The Debtor shall, in any event, indemnify and hold the Secured Party and its directors, officers, shareholders, employees and agents (collectively, the “**Indemnified Parties**”) harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by the Indemnified Parties as the result of any action, claim or demand, whether or not groundless, alleging that the Marks or the Patents infringe any rights of any third parties.

5. Right to Supplement.

(a) If, before the Obligations shall have been satisfied in full, the Debtor shall become entitled to the benefit of any additional trademark or service mark registration, the provisions of Section 1 hereof shall automatically apply thereto, and the Debtor shall give the Secured Party prompt written notice thereof. Without limiting the Debtor's obligations under this Section 5, the Debtor authorizes the Secured Party to modify this Agreement by amending Schedule A to include any future trademarks, service marks or trade names that constitute Marks under Section 1.

(b) If the Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue or

correction of the Patents, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new patent rights. Without limiting the Debtor's obligations under this Section 5, the Debtor authorizes the Secured Party to modify this Agreement by amending Schedule B to include any such new patent rights.

(c) Notwithstanding the foregoing, no failure to so amend Schedule A or Schedule B shall in any way affect, invalidate, or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or Schedule B.

6. Default. The term "Default," as used herein, means the failure of the Debtor to pay or perform any of the Obligations as and when due to be paid or performed, provided that such failure is not cured within the applicable cure period, if any.

7. Debtor's Ownership of, and Right to Use, the Marks and the Patents. Unless and until a Default shall occur and be continuing, the Debtor shall retain the legal and equitable title to the Marks and the Patents and shall have the right to use (including the right to license) the Marks and the Patents in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks and the Patents or any part thereof.

8. Secured Party's Rights as Secured Party.

(a) On a continuing basis, the Debtor, at its expense, shall make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such actions as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement, or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral. The Secured Party, at the expense of the Debtor, may perfect the security interest granted hereunder by filing Uniform Commercial Code financing statements the filing offices of any Uniform Commercial Code jurisdictions and may file a copy of this Agreement, and copies of amendments or restatements of this Agreement, with the United States Patent and Trademark Office at any time.

(b) The Debtor shall be responsible for paying all maintenance fees for the Patents and Marks, including any surcharges due with a payment made after any applicable deadline.

(c) If a Default shall have occurred and be continuing, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and any other agreement between the Debtor and the Secured Party, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York (whether or not such Uniform Commercial Code applies to security interests in trademarks or patents) and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and

without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, may sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Marks and the goodwill associated therewith, the Patents, and the other Collateral, or any interest which the Debtor have therein, and after deducting from the proceeds of said sale or other disposition of such Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations. Notice of any sale or other disposition of all or any part of the Collateral shall be given to the Debtor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released.

9. Power of Attorney. If a Default shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select in its exclusive discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and the goodwill associated therewith, to any third person. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and coupled with an interest.

10. Termination. This Agreement creates a continuing security interest in the Collateral. Such security interest shall remain in effect until final payment and performance in full in cash of all of the Obligations owed to the Secured Party and the cancellation or termination of any commitment of the Secured Party to extend credit for which the Debtor may have liability to repay. Following termination of such security interest, the Secured Party, at the Debtor's request and expense, shall execute and deliver to the Debtor all assignments and other instruments as may be necessary or proper to re-vest in the Debtor the full unencumbered title to the Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

11. Fees and Expenses of Secured Party. If a Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Secured Party in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, the Patents, or other Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, the Patents, or other Collateral shall be borne and paid by the Debtor on demand by the Secured Party, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at a rate equal to the rate of interest for overdue Obligations.

12. Protection of Marks and Patents. If a Default shall have occurred and be continuing, the Secured Party shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, the Patents, and the other Collateral in which event the Debtor shall at the request of the Secured Party do any and all lawful acts and execute any and all proper documents required by the

Secured Party in aid of such enforcement, and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party Parties for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 12.

13. No Waiver. No course of dealing between the Debtor and the Secured Party nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under any other agreement between the Debtor and the Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Cumulative Rights. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, all other rights set forth in all other security agreements executed by the Debtor in favor of the Secured Party. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent, or delivered in accordance with other agreements between the Debtor and the Secured Party.

17. Entire Agreement; Amendment. This Agreement, together with other security agreements between the Debtor and the Secured Party, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. To the extent that any provision of this Agreement conflicts with any provision of any other agreement or document executed by the Debtor and/or the Secured Party, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party. Neither this Agreement nor any provision hereof may be modified, amended, or waived except by the written agreement of the parties. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend, or supplement Schedule A and Schedule B hereto as provided in Section 5 hereof.

18. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party, and their respective successors and assigns. The Secured Party may assign its rights and obligations under this Agreement without consent of the Debtor. Notwithstanding any purported assignment of this Agreement by the Debtor, the Debtor and the Collateral shall continue to be subject to this Agreement until this Agreement is terminated as set forth in Section 10 above.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile, email, or other electronic delivery method, and such electronically delivered copies shall be deemed originals.

*(Remainder of the page left intentionally blank; signature page to follow)*



IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

**CLUBCOM, LLC**

By: E-SIGNED by Brian Lindy  
Its Duly Authorized Agent

**BDC CAPITAL INC.**

By: E-SIGNED by Kim Toffoli  
Its Duly Authorized Agent

[Signature page – Trademark and Patent Security Agreement]

Schedule A

**LIST OF US TRADEMARK REGISTRATIONS**

<b>TILE</b>	<b>COUNTRY</b>	<b>APPLICATION OR REGISTRATION NUMBER</b>
GYM TV	United Kingdom	UK00003404045
CLUB COM	Germany	30432461
CLUBCOM	European Union	004474581
CLUB COM	European Union	003865061
CLUBCOM	United States of America	4028001

Schedule B

**LIST OF PATENTS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>REGISTRATION NUMBER</b>
SYSTEM AND METHOD FOR BRANDING A FACILITY	United States of America	7756743
SYSTEM AND METHOD FOR DELIVERING AUDIO AND VIDEO CONTENT TO REMOTE FACILITIES BASED UPON INPUT ADVERTISING CONTENT SELECTIONS	United States of America	08095950
DATA STORAGE AND COMMUNICATION NETWORK FOR USE WITH EXERCISE UNITS	United States of America	6991586
SYSTEM AND METHOD FOR BRANDING A FACILITY	United States of America	08386306