

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ISSA, LLC		03/01/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Collateral Agent		
Street Address:	111 South Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	75384795	ISSA	
Serial Number:	85385314	THE ISSA YOUR TRUSTED SOURCE FOR FITNESS	
Serial Number:	85879124	NCCPT	
Serial Number:	86289892	NCCPT NATIONAL COUNCIL FOR CERTIFIED PER	
Serial Number:	86289860	NATIONAL COUNCIL FOR CERTIFIED PERSONAL	
Serial Number:	86295476	PASSMYEXAM	
Serial Number:	86289911	PASS MY EXAM	
Registration Number:	4600631	NFA NATIONAL FITNESS ACADEMY	
Serial Number:	76499372	SMART FITNESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison		

CH \$240.00 75384795

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 03/01/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 1, 2021 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **TWIN BROOK CAPITAL PARTNERS, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 1, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office.

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

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Pledge and Security Agreement and the Credit Agreement (as defined in the Pledge and Security Agreement), as applicable.

Section 2. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, excluding any Excluded Assets (collectively, the “**Intellectual Property Collateral**”):

(a) (i) All United States registered Copyrights, including all Mask Works (as defined under 17 USC 901 of the US Copyright Act), including, without limitation, the United States registrations referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights to sue for past, present and future infringements thereof; and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

(b) All Exclusive Copyright Licenses, including those referred to in Schedule 1 hereto.

(c) (i) All United States registered or applied for Trademarks, including, but not limited to the United States registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all

Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 3. Recordation. Each Grantor authorizes and requests that the United States Copyright Office and United States Patent and Trademark 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 any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge 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 Pledge 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 Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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

ISSA, LLC,
as a Grantor

By: 
Name: Rachael Cordova
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TWIN BROOK CAPITAL PARTNERS, LLC, as
Collateral Agent**


By: Drew Guyette [Feb 25, 2021 10:35 CST]
Name: Drew Guyette
Title: Chief Credit Officer

Schedule 1

United States Copyrights and Exclusive Copyright Licenses

Copyrights

<u>Copyright Title</u>	<u>Reg. No. / App. No.</u>	<u>Effective Date</u>	<u>Company</u>
The Complete Guide to Fiscal Fitness	TX 0004950150	Oct 20, 1998	ISSA, LLC
5 Star Communication	PA 2-151-760	May 16, 2018	ISSA, LLC
Agility Training	PA 2-116-567	Aug. 14, 2018	ISSA, LLC
Battle Ropes Training	PA 2-035-913	Dec. 8, 2016	ISSA, LLC
Battle Ropes Training	TX 8-332-407	Oct. 6, 2016	ISSA, LLC
Certified Flexibility Specialist	TX 8-583-838	May 10, 2018	ISSA, LLC
Certified Indoor Cycling Specialist	TX 8-581-626	May 10, 2018	ISSA, LLC
Certified Kickboxing Instructor	TX 8-572-153	May 9, 2018	ISSA, LLC
Certified Personal Trainer Course	PA 1-967-369	Jan. 5, 2016	ISSA, LLC
Certified Powerlifting Instructor	TX 8-572-163	May 9, 2018	ISSA, LLC
Certified Senior Fitness Instructor	TX 8-206-989	Oct. 20, 2015	ISSA, LLC
Certified Strength Training Specialist	TX 8-583-844	May 10, 2018	ISSA, LLC
Certified Weight Management Specialist 2nd Edition	TX 8-185-016	Sept. 30, 2015	ISSA, LLC
Yoga Class Pt. 1, et al.	PAu 3-817-194	Aug. 30, 2016	ISSA, LLC
Certified Yoga Instructor - Vinyasa Flow	TX 8-314-337	Aug. 31, 2016	ISSA, LLC
Certified Youth Fitness Specialist	PA 2-019-035	Aug. 31, 2016	ISSA, LLC
Certified Youth Fitness Specialist	TX 8-316-970	Aug. 31, 2016	ISSA, LLC
Femoroacetabular Impingement	TX 8-168-060	Sept. 9, 2015	ISSA, LLC
Functional Training	PA 2-116-570	Aug. 14, 2018	ISSA, LLC
Functional Training	TX 8-582-288	May 10, 2018	ISSA, LLC
Fundamentals of Personal Training	PA 2-024-456	Sept. 29, 2016	ISSA, LLC
Gym Etiquette	PA 2-014-519	July 26, 2016	ISSA, LLC
HIIT Training	TX 8-582-275	May 10, 2018	ISSA, LLC
How To Be Successful as a Personal Trainer In a Commercial Facility	TX 8-572-142	May 9, 2018	ISSA, LLC
How To Be Successful as a Personal Trainer in a Commercial Facility	PA 2-116-771	Aug. 15, 2018	ISSA, LLC
How to Get Clients Off the Gym Room Floor	Pau-3-995-097	Sept.10, 2019	ISSA, LLC
ICCPT El Poder de Entrenamiento Personal	TX 8-222-795	Dec. 17, 2015	ISSA, LLC
Indoor Cycling Certification Course	TXu 1-984-048	Sept. 15, 2015	ISSA, LLC
Kettlebell Training	PA 2-119-377	Aug. 22, 2018	ISSA, LLC
Kettlebell Training	TX 8-582-295	May 10, 2018	ISSA, LLC
Medicine Ball Training	PA 2-116-769	Aug. 15, 2018	ISSA, LLC
Medicine Ball Training	PA 2-151-756	May 16, 2018	ISSA, LLC
NCCPT Personal Trainer Specified Education Materials	TXu 1-868-183	May 15, 2013	ISSA, LLC
Quadriceps Tendon Repair and Rehabilitation	TX 8-349-934	Dec. 8, 2016	ISSA, LLC
Rock Hard Arms	PA 2-117-082	Aug. 16, 2018	ISSA, LLC




<u>Copyright Title</u>	<u>Reg. No. / App. No.</u>	<u>Effective Date</u>	<u>Company</u>
Rock Hard Arms	TX 8-572-206	May 9, 2018	ISSA, LLC
Rock Hard Arms	TX 8-070-802	Aug. 25, 2015	ISSA, LLC
Rock Hard Back	PA 2-117-086	Aug. 16, 2018	ISSA, LLC
Rock Hard Back	TX 8-572-205	May 9, 2018	ISSA, LLC
Rock Hard Back	TX 8-070-803	Aug. 25, 2015	ISSA, LLC
Rock Hard Chest	PA 2-115-531	May 16, 2018	ISSA, LLC
Rock Hard Chest	TX 8-572-201	May 9, 2018	ISSA, LLC
Rock Hard Chest	TX 8-070-804	Aug. 25, 2015	ISSA, LLC
Rock Hard Core	TX 8-572-178	May 9, 2018	ISSA, LLC
Rock Hard Core	TX 8-077-394	Sept. 14, 2015	ISSA, LLC
Rock Hard Glutes	PA 2-116-572	Aug. 14, 2018	ISSA, LLC
Rock Hard Glutes	TX 8-572-186	May 9, 2018	ISSA, LLC
Rock Hard Legs	PA 2-119-389	Aug. 22, 2018	ISSA, LLC
Rock Hard Legs	TXu 1-955-100	Aug. 26, 2015	ISSA, LLC
Rock Hard Legs	TX 8-572-189	May 9, 2018	ISSA, LLC
Rock Hard Shoulders	PA 2-119-383	Aug. 22, 2018	ISSA, LLC
Rock Hard Shoulders	TX 8-070-800	Aug. 25, 2015	ISSA, LLC
Rock Hard Shoulders	TX 8-572-172	May 9, 2018	ISSA, LLC
Small Group Training	PA 2-119-394	Aug. 22, 2018	ISSA, LLC
Small Group Training	TX 8-581-608	May 10, 2018	ISSA, LLC
Smart Fitness Certification Manual	TX 8-199-250	Sept. 18, 2015	ISSA, LLC
Smart Fitness Practice Test	TX 8-170-249	Sept. 25, 2015	ISSA, LLC
Smart Fitness Study Guide	TX 8-170-248	Sept. 25, 2015	ISSA, LLC
Speed, Agility, & Strength Training	TX 8-572-166	May 9, 2018	ISSA, LLC
Speed, Agility, and Strength Training	PA 2-115-543	May 10, 2018	ISSA, LLC
Tabata Training	TX 8-583-842	May 10, 2018	ISSA, LLC
The Art of First Impressions	PA 2-151-761	May 10, 2018	ISSA, LLC
Unilateral Training	PA 2-115-548	May 10, 2018	ISSA, LLC
Unilateral Training	TX 8-307-764	Aug. 16, 2016	ISSA, LLC
Unstable Surfaces	PA 2-116-770	Aug. 15, 2018	ISSA, LLC
Weight Management Specialist	TX 8-081-904	Sept. 17, 2015	ISSA, LLC
How to Get Clients Off the Gym Room Floor	PAu004000368	Dec. 12, 2018	ISSA, LLC
Rock Hard Back	TXu001863498	Apr.16, 2013	ISSA, LLC
Run Your First Marathon	TXu001886024	Jul 15, 2013	ISSA, LLC
Rock Hard Glutes	TX0007530917	May 4, 2012	ISSA, LLC


Exclusive Copyright Licenses

<u>Copyright Title</u>	<u>Reg. No.</u>	<u>Effective Date</u>	<u>Company</u>	<u>License Agreement</u>
Fitness: the complete guide: official text for ISSA'S certified fitness trainer program.	TXu001157866	Feb. 10, 2004	ISSA, LLC	Copyright License Agreement dated as of February 20, 2019 by and between Gloria Raye

<u>Copyright Title</u>	<u>Reg. No.</u>	<u>Effective Date</u>	<u>Company</u>	<u>License Agreement</u>
Fitness: the complete guide / edited by Frederick C. Hatfield.	TX0005660261	Dec. 17, 2002	ISSA, LLC	Hatfield, Trustee of the Hatfield Revocable Living Trust, Dated May 4, 2016, as Licensor, and International Sports Sciences Association, LLC, as Licensee
Fitness: the complete guide / edited by Frederick C. Hatfield.	TX0005872603	Oct. 10, 2002	ISSA, LLC	
Complete guide to fitness training / Frederick C. Hatfield.	TX0003215894	Sep. 17, 1991	ISSA, LLC	

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Company</u>
ISSA (design plus words) 	Nov. 5, 1997	Aug. 21, 2001	75384795	2,478,774	ISSA, LLC
THE ISSA YOUR TRUSTED SOURCE FOR FITNESS EDUCATION (standard character mark) THE ISSA YOUR TRUSTED SOURCE FOR FITNESS EDUCATION	July 30, 2011	Oct. 30, 2012	85385314	4,234,965	ISSA, LLC
NCCPT (standard character mark) NCCPT	Mar. 18, 2013	Oct. 22, 2013	85879124	4,421,647	ISSA, LLC
NCCPT National Council for Certified Personal Trainers (design plus words) 	May 22, 2014	Sept. 15, 2015	86289892	4,810,978	ISSA, LLC
NATIONAL COUNCIL FOR CERTIFIED PERSONAL TRAINERS (standard character mark) NATIONAL COUNCIL FOR CERTIFIED PERSONAL TRAINERS	May 22, 2014	Aug. 18, 2015	86289860	4,792,941	ISSA, LLC
PASSMYEXAM (design plus words) 	May 29, 2014	Mar. 31, 2015	86295476	4,711,023	ISSA, LLC

<u>Trademark</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Company</u>
PASS MY EXAM (standard character mark) PASS MY EXAM	May 22, 2014	Mar. 24, 2015	86289911	4,707,012	ISSA, LLC
ISSA, LLC	NFA NATIONAL FITNESS ACADEMY (design plus words) ¹ 	Jan. 22, 2014	Sep. 9, 2014	86171570	4,600,631
SMART FITNESS (typed drawing)	Mar. 21, 2003	Feb. 24, 2004	76499372	2,816,630	ISSA, LLC

¹ The Company's Section 8 Declaration filing for this mark is due by March 9, 2021. The Company does not intend to maintain the registration.