

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648298

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900614710

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FITJOY NUTRITION, LLC		05/05/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	REDMONT PRIVATE DEBT FUND III, L.P.
Street Address:	820 Shades Creek Parkway
Internal Address:	Suite 1200
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35209
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4660887	FLYJOY
Registration Number:	4718216	DISCOVER EXTRAORDINARY
Registration Number:	4725395	
Registration Number:	5182761	FITJOY
Registration Number:	5182762	FITJOY
Registration Number:	5188021	FREEDOM TO ENJOY
Registration Number:	5267679	FITJOY
Registration Number:	5590692	FREEDOM TO ENJOY
Registration Number:	6210340	FITJOY
Serial Number:	87181367	FITJOY WILD
Serial Number:	87181374	FITJOY WILD
Serial Number:	87181859	FITJOY WILD
Serial Number:	87181840	FITJOY WILD

CORRESPONDENCE DATA

Fax Number: 2054885604

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2052263412
Email: randerson@balch.com
Correspondent Name: Robert Anderson
Address Line 1: 1901 6th Ave N.
Address Line 2: Suite 1500
Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Robert C. Anderson
SIGNATURE:	/Robert C. Anderson/
DATE SIGNED:	05/20/2021

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of May 5, 2021, is made by **FITJOY NUTRITION, LLC**, a Delaware limited liability company (the “**Debtor**”), in favor of **REDMONT PRIVATE DEBT FUND III, L.P.**, a Delaware limited partnership (“**Secured Party**”).

W I T N E S S E T H:

WHEREAS, the Debtor has entered into a Note Purchase Agreement of even date herewith (as amended and in effect from time to time, the “**Note Purchase Agreement**”), with the Secured Party;

WHEREAS, as a condition precedent to the making of the loan by the Secured Party under the Note Purchase Agreement, the Debtor has executed and delivered to the Secured Party that Security Agreement of even date herewith, made by the Debtor in favor of the Secured Party (the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Debtor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Debtor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Debtor hereby pledges, assigns and grants to the Secured Party a security interest in and lien upon all of the following property of Debtor, whether now owned or existing or hereafter acquired (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in **Schedule 1** attached hereto and made a part hereof (as the same may be amended or supplemented pursuant hereto from time to time), together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Security Agreement with respect to the Trademark Collateral are as provided by the Note Purchase Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

DEBTOR:

FITJOY NUTRITION, LLC,
a Delaware limited liability company

DocuSigned by:

By: Johnny Heiselberg
Name: Johnny Heiselberg
Title: Chief Executive Officer

SCHEDULE 1

United States Trademarks

Mark	Registration Number	Registration/Application Date	Record Owner
FLYJOY	4,660,887	December 23, 2014	Fitjoy Nutrition, LLC
DISCOVER EXTRAORDINARY	4,718,216	April 7, 2015	Fitjoy Nutrition, LLC
	4,725,395	April 21, 2015	Fitjoy Nutrition, LLC
FITJOY	5,182,761	April 11, 2017	Fitjoy Nutrition, LLC
FITJOY	5,182,762	April 11, 2017	Fitjoy Nutrition, LLC
FREEDOM TO ENJOY	5,188,021	April 18, 2017	Fitjoy Nutrition, LLC
FITJOY	5,267,679	August 15, 2017	Fitjoy Nutrition, LLC
FREEDOM TO ENJOY	5,590,692	October 23, 2018	Fitjoy Nutrition, LLC
FITJOY	6,210,340	December 1, 2020	Fitjoy Nutrition, LLC
FITJOY WILD	87/181,367	September 23, 2016	Fitjoy Nutrition, LLC
FITJOY WILD	87/181,374	September 23, 2016	Fitjoy Nutrition, LLC
FITJOY WILD	87/181,859	September 23, 2016	Fitjoy Nutrition, LLC
FITJOY WILD	87/181,840	September 23, 2016	Fitjoy Nutrition, LLC