

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFECORE FITNESS, INC.		06/09/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	333 South Grand Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88822486	AIR ASSAULT	
Serial Number:	88822509	AIRROW	
Registration Number:	5261284	AIRRUNNER	
Registration Number:	4513952	ASSAULT	
Serial Number:	90081419	ASSAULT FITNESS	
Registration Number:	6000458	ASSAULT FITNESS	
Serial Number:	88822491	ASSAULTBIKE	
Serial Number:	88918253	ASSAULTCLIMBER	
Serial Number:	88918241	ASSAULTTOWER	
Serial Number:	88918227	ASSAULTRUNNER	
Serial Number:	88940136	ASSAULTSLED	
Serial Number:	88822501	DEVIL'S TRICYCLE	
Serial Number:	90500032	FIRST2FIFTY	
Registration Number:	5275266	LIFECORE FITNESS	
Serial Number:	90500039	REVOLVER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			

OP \$390.00 88822486

Phone: 6142803562
Email: ted.mulligan@wolterskluwer.com
Correspondent Name: Ted Mulligan
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 06/14/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (“Trademark Security Agreement”), dated as of June 9, 2021, is made by **LIFECORE FITNESS, INC.**, a California corporation (“Grantor”) in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (“Lender”, as hereinafter further defined), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the “Credit Agreement”), by and between Grantor and Lender.

WITNESSETH:

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the “Security Agreement”) as security for Grantor’s obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“USPTO”).

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with Lender as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. “Lender” means Wells Fargo Bank, National Association, individually, and whether as a lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

2. **GRANT OF SECURITY.** Grantor hereby unconditionally grants, assigns as collateral, and pledges to Lender to secure the Secured Obligations a continuing security interest in all of Grantor’s right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (all of the following is collectively referred to as the “Trademark Collateral”):

(a) all of Grantor’s Trademarks, Trademark applications and Trademark Intellectual Property Licenses, including those set forth on Schedule I hereto, and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor’s business symbolized by the foregoing or connected therewith (the “Trademarks”);

(b) all rights of any kind whatsoever of Grantor 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, misappropriation, violation, dilution, 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;

provided that notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any Excluded Property.

3. RECORDATION. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. OTHER DOCUMENTS. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement. The provisions of the Credit Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

6. 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.

7. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

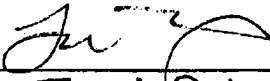
8. DISPUTES. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

LIFECORE FITNESS, INC.

By: 
Name: Traci Bates
Title: VP/CEO


Roger Bates
President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Wes Takeuchi

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Mark	Country	Status	Class	App/Reg Data
AIR ASSAULT	US	Pending	28	App. No.: 88822486 App. Date: March 5, 2020
AIRROW	US	Pending	28	App. No.: 88822509 App. Date: March 5, 2020
AIRRUNNER	US	Registered	28	Reg. No.: 5261284 Reg. Date: August 8, 2017
ASSAULT	US	Registered	28	Reg. No.: 4513952 Reg. Date: April 15, 2014
ASSAULT FITNESS	US	Pending	18, 25	App. No.: 90081419 App. Date: July 29, 2020
ASSAULT FITNESS	US	Registered	28	Reg. No. 6000458 Reg. Date: March 3, 2020
ASSAULTBIKE	US	Pending	28	App. No.: 88822491 App. Date: March 5, 2020
ASSAULTCLIMBER	US	Pending	28	App. No.: 88918253 App. Date: May 15, 2020
ASSAULTROWER	US	Pending	28	App. No.: 88918241 App. Date: May 15, 2020
ASSAULTRUNNER	US	Pending	28	App. No.: 88918227 App. Date: May 15, 2020
ASSAULTSLED	US	Pending	28	App. No.: 88940136 App. Date: May 29, 2020
DEVIL'S TRICYCLE	US	Pending	28	App. No.: 88822501 App. Date: March 5, 2020
FIRST2FIFTY	US	Pending	41	App. No.: 90500032 App. Date: January 31, 2021
LIFECORE FITNESS	US	Registered	28	Reg. No.: 5275266 Reg. Date: August 29, 2017
REVOLVER	US	Pending	28	App. No.: 90500039 App. Date: January 31, 2021

Mark	Country	Status	Class	App/Reg Data
ASSAULT FITNESS	Brazil	Registered	28	Reg. No.: 917681134 Reg. Date: June 2, 2020
LIFECORE FITNESS	Canada	Registered	28	Reg. No.: TMA821725 Reg. Date: April 10, 2012
ASSAULT FITNESS	South Africa	Pending	28	App. No.: 2019/31437 App. Date: November 4, 2019
ASSAULT	South Korea	Registered	28	Reg. No.: 4011713880000 Reg. Date: April 7, 2016
AIRRUNNER	Taiwan	Registered	28	Reg. No.: 01868211 Reg. Date: September 16, 2017
ASSAULT	Taiwan	Registered	28	Reg. No.: 01744447 Reg. Date: December 16, 2015
LIFECORE FITNESS	Taiwan	Registered	28	Reg. No.: 01466609 Reg. Date: August 1, 2011
REVOLVER	Taiwan		28	
AIRRUNNER	International Register – Australia – subsequent Designation, China, European Union, United Kingdom, Iceland, South Korea, Mexico, Singapore, Turkey	Registered	28	Reg. No.: 1345102 Reg. Date: March 4, 2017
ASSAULT	International Register – Australia, China, European Union, New Zealand	Registered	28	Reg. No.: 1196975 Reg. Date: January 22, 2014

Mark	Country	Status	Class	App/Reg Data
ASSAULT FITNESS	International Register – Australia, Canada, EU, Russia	Registered	28	Reg. No.: 1508373 Reg. Date: October 31, 2019
REVOLVER	International Register – Australia, China, Brazil			

Trademark Licenses

None.