

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Echelon Fitness Multimedia LLC		08/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5313872	6 PACK ABS	
Registration Number:	5453521	FLEXBIKE	
Registration Number:	5452990	ECHELON	
Registration Number:	5745079	ECHELON FIT	
Registration Number:	6063864	E	
Registration Number:	6246121	FITQUEST	
Serial Number:	88229747	FITQUEST	
Serial Number:	88937312	ECHELON STUDIO	
Serial Number:	88937331	IT'S YOUR TIME	
Serial Number:	88937340	TEMPCHECKIN	
Serial Number:	90239697	REFLECT	
Serial Number:	90239724	ECHELON ROW	
Serial Number:	90200883	PRIME	
Serial Number:	90571056	ECHELON	
Serial Number:	90239713	ECHELON STRIDE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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

Phone: 617-523-2700
Email: susan.dinicola@hklaw.com,ashley.ingraham@hklaw.com,Fan.Yang@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	08/11/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of August 5, 2021, between Echelon Fitness Multimedia LLC, a Delaware limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of August 5, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among Echelon Holdings, LLC, a Delaware limited liability company (“Holdings”), the Grantor, (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of August 5, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Grantor, as a borrower, Echelon Fit Canada Inc., a corporation organized under the laws of British Columbia, as a borrower, the other loan parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and the Administrative Agent.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement and the Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in (i) the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof and (ii) the Canadian

Intellectual Property Office or any similar office in any other jurisdiction (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

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

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

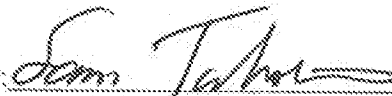
SECTION 4. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

ECHELON FITNESS MULTIMEDIA LLC, as
Grantor

By: 


Name: Sam Touchstone

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 
Name: Patrick J. Fravel
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007388 FRAME: 0268

SCHEDULE I

Trademark Applications and Registrations

Registered Trademarks

Trademarks	Registration Number	Registration Date	Owner
6 Pack Abs	5313872	October 17, 2017	Echelon Fitness Multimedia LLC
Flexbike	5453521	April 24, 2018	Echelon Fitness Multimedia LLC
Echelon	5452990	April 24, 2018	Echelon Fitness Multimedia LLC
Echelon	WIPO Reg. No. 1478830	June 10, 2019	Echelon Fitness Multimedia LLC
Echelon Fit	5745079	May 07, 2019	Echelon Fitness Multimedia LLC
Echelon Fit	WIPO Reg. No. 1551175	August 6, 2020	Echelon Fitness Multimedia LLC
Echelon logo	6063864	May 26, 2020	Echelon Fitness Multimedia LLC
Echelon logo	WIPO Reg. No. 1574450	December 28, 2020	Echelon Fitness Multimedia LLC
FITQUEST	6246121	January 12, 2021	Echelon Fitness Multimedia LLC

Trademark Applications

Trademarks	Serial Number/ Application No.	Country	Filing Date	Owner
FITQUEST	88229747	USA	December 14, 2018	Echelon Fitness Multimedia LLC
Echelon Studio	88937312	USA	May 28, 2020	Echelon Fitness Multimedia LLC
It's Your Time	88937331	USA	May 28, 2020	Echelon Fitness Multimedia LLC
TempCheckIn	88937340	USA	May 28, 2020	Echelon Fitness Multimedia LLC
Reflect	90239697	USA	October 7, 2020	Echelon Fitness Multimedia LLC
Echelon Stride	90239713	USA	October 7, 2020	Echelon Fitness Multimedia LLC
Echelon Row	90239724	USA	October 7, 2020	Echelon Fitness Multimedia LLC
Prime	90200883	USA	September 22, 2020	Echelon Fitness Multimedia LLC
ECHELON	90571056	USA	March 10, 2021	Echelon Fitness Multimedia LLC

ECHELON	90571355	USA	March 10, 2021	Echelon Fitness Multimedia LLC
ECHELON	90576005	USA	March 10, 2021	Echelon Fitness Multimedia LLC
ECHELON	18470935	EU, Switzerland	May 12, 2021	Echelon Fitness Multimedia LLC
ECHELON STUDIO	1574449	EU	December 28, 2020	Echelon Fitness Multimedia LLC
Echelon Row	1593840	Multiple*	April 7, 2021	Echelon Fitness Multimedia LLC
Echelon Stride	1593681	Multiple*	April 7, 2021	Echelon Fitness Multimedia LLC
REFLECT	1593679	Multiple*	April 7, 2021	Echelon Fitness Multimedia LLC
FITQUEST	90655550	USA	April 19, 2021	Echelon Fitness Multimedia LLC
FITQUEST	1574582	EU	December 28, 2020	Echelon Fitness Multimedia LLC
SWEATSGIVING	90361023	USA	December 5, 2020	Echelon Fitness Multimedia LLC
FITNATION	2108707	Canada	May 20, 2021	Echelon Fitness Multimedia LLC
Echelon	2084149	Canada	December 28, 2020	Echelon Fitness Multimedia LLC
e	2096665	Canada	March 8, 2021	Echelon Fitness Multimedia LLC
Echelon Fit	2096666	Canada	March 8, 2021	Echelon Fitness Multimedia LLC
Echelon Stride	2109949	Canada	April 7, 2021	Echelon Fitness Multimedia LLC
Reflect	2109951	Canada	April 7, 2021	Echelon Fitness Multimedia LLC
Echelon Row	2111585	Canada	April 7, 2021	Echelon Fitness Multimedia LLC

* Australia, Brazil, Canada, Columbia, Egypt, EU, Iceland, India, Indonesia, Israel, Japan, Mexico, New Zealand, Philippines, South Korea, Russia, Singapore, Thailand, Turkey, UK