

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668250

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WAHOO FITNESS INTERMEDIATE HOLDINGS I L.L.C.		08/12/2021	Limited Liability Company: DELAWARE
WAHOO FITNESS INTERMEDIATE HOLDINGS II L.L.C.		08/12/2021	Limited Liability Company: DELAWARE
WAHOO FITNESS ACQUISITION L.L.C.		08/12/2021	Limited Liability Company: DELAWARE
WAHOO FITNESS HOLDINGS LLC		08/12/2021	Limited Liability Company: DELAWARE
WAHOO FITNESS L.L.C.		08/12/2021	Limited Liability Company: GEORGIA
SPEEDPLAY, LLC		08/12/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	200 Vesey Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5211477	BLUE SC
Registration Number:	6120874	
Serial Number:	90383533	ELEMNT RIVAL
Registration Number:	4488627	KICKR
Registration Number:	4994237	KICKR SNAP
Registration Number:	3022571	NANOGRAM
Registration Number:	3640417	NANOGRAM
Registration Number:	4934099	RUNFIT
Registration Number:	2039206	SPEEDPLAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1930673	SPEEDPLAY
Registration Number:	3767971	SPEEDPLAY ZERO NANOGRAM ADVANCED PEDAL S
Registration Number:	4769707	SYZR
Registration Number:	4631448	TICKR
Registration Number:	4619527	WAHOO
Registration Number:	5035390	WAHOO BALANCE
Registration Number:	4989202	WALKABLE
Registration Number:	2969320	X SERIES
Registration Number:	3252641	X/1
Registration Number:	3091876	X/2
Registration Number:	4706256	BLUE HR
Serial Number:	90398628	WAHOO

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1453940

NAME OF SUBMITTER: Adalia Wu

SIGNATURE: /Adalia Wu/

DATE SIGNED: 08/17/2021

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, WAHOO FITNESS INTERMEDIATE HOLDINGS I L.L.C., a Delaware limited liability company (including its permitted successors, “Holdings”), WAHOO FITNESS INTERMEDIATE HOLDINGS II L.L.C. and WAHOO FITNESS ACQUISITION L.L.C., a Delaware limited liability company (including its permitted successors, the “Borrower”), the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks and the Administrative Agent, have entered into a Credit Agreement, dated as of August 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 12, 2021, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions

thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1 (“Exclusive Copyright Licenses”);

(c) (i) all United States and state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”); and

(d) (i) all United States patents, patent applications and patentable inventions, including each issued patent, industrial design, patent application and industrial design application identified in Schedule 3 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (collectively, the “Patents”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP 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 IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral 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 Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral

Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Obligations are subject to the provisions of any applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of any applicable Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Obligations the provisions of the applicable Intercreditor Agreement shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

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

WAHOO INTERMEDIATE HOLDINGS I L.L.C.
WAHOO INTERMEDIATE HOLDINGS II L.L.C.
WAHOO FITNESS ACQUISITION L.L.C.
WAHOO FITNESS HOLDINGS LLC, each a Grantor

By: 
Name: Franz-Ferdinand Buerstedde
Title: Authorized Signatory

WAHOO FITNESS L.L.C.
SPEEDPLAY, LLC, each a Grantor


By: _____
Name: Michael Saturnia
Title: Chief Executive Officer

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


WAHOO INTERMEDIATE HOLDINGS I L.L.C.
WAHOO INTERMEDIATE HOLDINGS II L.L.C.
WAHOO FITNESS ACQUISITION L.L.C.
WAHOO FITNESS HOLDINGS LLC, each a Grantor

By: _____
Name: Franz-Ferdinand Buerstedde
Title: Authorized Signatory

WAHOO FITNESS L.L.C.
SPEEDPLAY, LLC, each a Grantor

By:  _____
Name: Michael Saturnia
Title: Chief Executive Officer

ROYAL BANK OF CANADA,
as Administrative Agent

By: 
Name: **Helena Sadowski**
Title: **Manager, Agency**

COPYRIGHTS


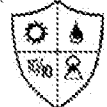
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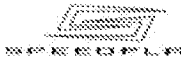

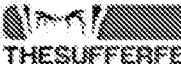
EXCLUSIVE COPYRIGHT LICENSES

None.

Schedule 2

TRADEMARKS

No.	Trademark	Country	App. No.	Reg. No.	Status	Owner
1.	4DP	United States	79/229140	5614151	Registered	Wahoo Fitness L.L.C.
2.	BLUE SC	United States	86/039327	5211477	Registered	Wahoo Fitness L.L.C.
3.	DESIGN (Chevron Trade Dress) 	United States	88/632174	6120874	Registered	Wahoo Fitness L.L.C.
4.	DESIGN (Shield) 	United States	79/152304	4753854	Registered	Wahoo Fitness L.L.C.
5.	ELEMNT RIVAL	United States	90/383533		Pending	Wahoo Fitness L.L.C.
6.	FOUR DIMEN SIONA L POWER	United States	79/229406	5635172	Registered	Wahoo Fitness L.L.C.
7.	KICKR	United States	86/039340	4488627	Registered	Wahoo Fitness L.L.C.
8.	KICKR SNAP	United States	86/553035	4994237	Registered	Wahoo Fitness L.L.C.
9.	NANOGRAM	United States	76/593525	3022571	Registered	Wahoo Fitness L.L.C.
10.	NANOGRAM	United States	77/272252	3640417	Registered	Wahoo Fitness L.L.C.
11.	RUNFIT	United States	86/626944	4934099	Registered	Wahoo Fitness L.L.C.
12.	SPEEDPLAY	United States	74/183110	2039206	Registered	Wahoo Fitness L.L.C.
13.	SPEEDPLAY & Design	United States	74/483132	1930673	Registered	Wahoo Fitness L.L.C.

No.	Trademark	Country	App. No.	Reg. No.	Status	Owner
						
14.	SPEEDPLAY ZERO NANOGRAM ADVANCED PEDAL SYSTEM & Design 	United States	77/282297	3767971	Registered	Wahoo Fitness L.L.C.
15.	SUFFERLAND RIA	United States	79/153049	4753867	Registered	Wahoo Fitness L.L.C.
16.	SYZR	United States	86/193078	4769707	Registered	Wahoo Fitness L.L.C.
17.	THESUFFERF EST & Design (Crying Face in Color) 	United States	79/130170	4654670	Registered	Wahoo Fitness L.L.C.
18.	TICKR	United States	86/195684	4631448	Registered	Wahoo Fitness L.L.C.
19.	WAHOO	United States	86/008471	4619527	Registered	Wahoo Fitness L.L.C.
20.	WAHOO	United States	90/398628		Pending	Wahoo Fitness, L.L.C.
21.	WAHOO BALANCE	United States	86/873247	5035390	Registered	Wahoo Fitness L.L.C.
22.	WALKABLE	United States	86/346088	4989202	Registered	Wahoo Fitness L.L.C.
23.	X SERIES	United States	76/557544	2969320	Registered	Wahoo Fitness L.L.C.
24.	X/1	United States	76/557543	3252641	Registered	Wahoo Fitness L.L.C.
25.	X/2	United States	76/557542	3091876	Registered	Wahoo Fitness L.L.C.

No.	Trademark	Country	App. No.	Reg. No.	Status	Owner
26.	BLUE HR	United States	86/039311	4706256	Registered	Wahoo Fitness LLC

Schedule 3

PATENTS

No.	Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Status	Owner
1.		United States	29/708466	October 7, 2019			Pending	WAHOO FITNESS L.L.C.
2.	Pedal/Cleat Assembly	United States	09/905603	July 13, 2001	6494117	December 17, 2002	Issued	WAHOO FITNESS L.L.C.
3.	Pedal And Related Pedal/Cleat Assembly	United States	10/401086	March 27, 2003	7017445	March 28, 2006	Issued	WAHOO FITNESS L.L.C.
4.	Pedal/Cleat Assembly	United States	11/111671	April 20, 2005	7174807	February 13, 2007	Issued	WAHOO FITNESS L.L.C.
5.	Cleat Assembly For Clipless Pedal	United States	11/250911	October 13, 2005	7472498	January 6, 2009	Issued	WAHOO FITNESS L.L.C.
6.	Cleat Assembly For Clipless Pedal	United States	11/779206	July 17, 2007	7877904	February 1, 2011	Issued	WAHOO FITNESS L.L.C.
7.	Shoe Sole Mounting Standard For Bicycle Cleat	United States	12/334402	December 12, 2008	8272150	September 25, 2012	Issued	WAHOO FITNESS L.L.C.
8.	Shoe Sole Mounting Standard For Bicycle Cleat	United States	13/622893	September 19, 2012	9826794	November 28, 2017	Issued	WAHOO FITNESS L.L.C.
9.	Shoe Sole Mounting Standard For Bicycle Cleat	United States	15/706567	September 15, 2017			Published	WAHOO FITNESS L.L.C.
10.	Pedal-Cleat Assembly	United States	12/917322	November 1, 2010	8857292	October 14, 2014	Issued	WAHOO FITNESS L.L.C.
11.	Pedal And Cleat Assembly	United States	13/828782	March 14, 2013	9499231	November 22, 2016	Issued	WAHOO FITNESS L.L.C.
12.	Pedal And Cleat Assembly	United States	14/028345	September 16, 2013	9511817	December 6, 2016	Issued	WAHOO FITNESS L.L.C.
13.	Alignment System For A Cleat And Base Assembly	United States	14/161616	January 22, 2014	10188171	January 29, 2019	Issued	WAHOO FITNESS L.L.C.
14.	Aperture Cover For Bicycle Cleat Assembly	United States	14/444948	July 28, 2014	10182609	January 22, 2019	Issued	WAHOO FITNESS L.L.C.

No.	Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Status	Owner
15.	Cleat Assembly For Clipless Bicycle Pedals	United States	14/475248	September 2, 2014	10279862	May 7, 2019	Issued	WAHOO FITNESS L.L.C.
16.	Cleat Assembly For Clipless Bicycle Pedal	United States	16/236199	December 28, 2018	10759491	September 1, 2020	Issued	WAHOO FITNESS L.L.C.
17.	Cleat Assembly For Clipless Bicycle Pedal	United States	17/006873	August 30, 2020			Published	WAHOO FITNESS L.L.C.
18.		United States	17/086765	November 2, 2020			Pending	WAHOO FITNESS L.L.C.
19.		United States	29/756384	October 28, 2020			Pending	WAHOO FITNESS L.L.C.
20.	Aerodynamic Bicycle Shoe Cover and Pedal Cover	United States	12472255	May 26, 2009	8745900	June 10, 2014	Issued	WAHOO FITNESS L.L.C.
21.	Aerodynamic Bicycle Shoe Cover And Pedal Cover	United States	14286915	May 23, 2014	9901134	February 27, 2018	Issued	WAHOO FITNESS L.L.C.
22.		United States	29/773172	March 8, 2021			Pending	WAHOO FITNESS L.L.C.
23.		United States	29/773175	March 8, 2021			Pending	WAHOO FITNESS L.L.C.
24.	Exercise Computer With Zoom Function And Methods For Displaying Data Using An Exercise Computer	United States	15/416,242	Jan-26-2017	10,500,440	Dec-10-2019	Issued	WAHOO FITNESS L.L.C.
25.	Cycling Computer	United States	29/592,679	Feb-01-2017	D850962	Jun-11-2019	Issued	WAHOO FITNESS L.L.C.
26.	Cycling Computer	United States	15/868,762	Jan-11-2018			Allowed	WAHOO FITNESS L.L.C.
27.	Cycling Computer Mount	United States	29/689,778	May-01-2019	D915949	Apr-13-2021	Issued	WAHOO FITNESS L.L.C.

No.	Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Status	Owner
28.	Cycling Computer	United States	29/689,781	May-01-2019			Allowed	WAHOO FITNESS L.L.C.
29.	Bicycle Trainer	United States	13/975,720	Aug-26-2013	9,999,818	Jun-19-2018	Issued	WAHOO FITNESS L.L.C.
30.	System And Method For Controlling A Bicycle Trainer	United States	14/135,205	Dec-19-2013	10,046,222	Aug-14-2018	Issued	WAHOO FITNESS L.L.C.
31.	System And Method For Controlling A Bicycle Trainer	United States	15/712,798	Sept-22-2017	10,576,348	Mar-03-2020	Issued	WAHOO FITNESS L.L.C.
32.	Bicycle Trainer	United States	16/011,237	Jun-18-2018	10,933,290	Mar-02-2021	Issued	WAHOO FITNESS L.L.C.
33.		United States	17/162,685	Jan-29-2021			Pending	WAHOO FITNESS L.L.C.
34.	System And Method For Controlling A Bicycle Trainer	United States	16/102,546	Aug-13-2018			Allowed	WAHOO FITNESS L.L.C.
35.		United States	29/704,047	Aug-30-2019			Pending	WAHOO FITNESS L.L.C.
36.		United States	29/704,049	Aug-30-2019			Pending	WAHOO FITNESS L.L.C.
37.		United States	29/704,052	Aug-30-2019			Pending	WAHOO FITNESS L.L.C.
38.		United States	29/704,058	Aug-30-2019			Pending	WAHOO FITNESS L.L.C.
39.		United States	29/704,075	Aug-30-2019			Pending	WAHOO FITNESS L.L.C.
40.		United States	17/005,235	Aug-27-2020			Pending	WAHOO FITNESS L.L.C.
41.		United States	17/005,246	Aug-27-2020			Pending	WAHOO FITNESS L.L.C.
42.		United States	17/005,249	Aug-27-2020			Pending	WAHOO FITNESS L.L.C.

No.	Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Status	Owner
43.		United States	17/006,632	Aug-28-2020			Pending	WAHOO FITNESS L.L.C.
44.	Bicycle Climbing And Descending Training Device	United States	16/036,626	Jul-16-2018	10,695,638	Jun-30-2020	Issued	WAHOO FITNESS L.L.C.
45.		United States	16/915,898	Jun-29-2020			Pending	WAHOO FITNESS L.L.C.
46.	Activity Monitoring Computing Device And System	United States	14/508,799	Oct-07-2014	10,285,625	May-14-2019	Issued	WAHOO FITNESS L.L.C.
47.	Cycling Computer	United States	29/778,495	Apr-13-2021			Pending	WAHOO FITNESS L.L.C.
48.		United States	63/179,095	Apr-23-2021			Pending	WAHOO FITNESS L.L.C.
49.		United States	29/780,409	April 23, 2021			Pending	WAHOO FITNESS L.L.C.