

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		02/28/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	WELLBEATS, INC.		
Street Address:	1660 Highway 100 South, Suite 590		
City:	St. Louis Park		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88728225	WELLBEATS	
Registration Number:	6002075	WELLBEATS	
Registration Number:	5041560	W	
Registration Number:	4774415	VIRTUAL PRESENTATION · LIVE EXPERIENCE	
Registration Number:	5100699	WELLBEATS	
Registration Number:	4390802	FITNESS ON REQUEST	
Registration Number:	4413150	FITNESS ON REQUEST	
Registration Number:	4420588	ELEMENTS	
Registration Number:	4359087	FITNESS ON REQUEST	
Registration Number:	4345181	FITNESS ON REQUEST	
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:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	12255 El Camino Real, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		

CH \$265.00 88728225

NAME OF SUBMITTER:	Michelle Mehok
SIGNATURE:	/michelle mehok/
DATE SIGNED:	02/28/2022
Total Attachments: 7 source=EXECUTED Release of Intellectual Property Security Agreement#page1.tif source=EXECUTED Release of Intellectual Property Security Agreement#page2.tif source=EXECUTED Release of Intellectual Property Security Agreement#page3.tif source=EXECUTED Release of Intellectual Property Security Agreement#page4.tif source=EXECUTED Release of Intellectual Property Security Agreement#page5.tif source=EXECUTED Release of Intellectual Property Security Agreement#page6.tif source=EXECUTED Release of Intellectual Property Security Agreement#page7.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release"), dated as of February 28, 2022, by WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), in favor of WELLBEATS, INC., a Delaware corporation ("Grantor").

WHEREAS, pursuant to a Loan and Security Agreement dated as of April 10, 2020 (as amended from time to time, the "Financing Agreement") by and between Grantor and Lender, Grantor granted to Lender, a security interest in, among other property, certain intellectual property of the Grantor listed on Exhibits A - C attached hereto (the "Intellectual Property Collateral");

WHEREAS, pursuant to the Financing Agreement, the Grantor executed and delivered to the Lender an Intellectual Property Security Agreement, dated as of April 10, 2020, which Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on April 10, 2020, in Reel 006913, Frame 0552; and

WHEREAS, the Lender has agreed to release all of its rights in the collateral secured by the Intellectual Property Security Agreement, including, without limitation, the Intellectual Property Collateral (the "Released Intellectual Property Collateral"), and to reconvey any and all rights it may have in the Released Intellectual Property Collateral to the Grantor.

NOW THEREFORE, for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Financing Agreement or Intellectual Property Security Agreement.

2. **TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** The Lender hereby releases in its entirety all liens and securities interests granted pursuant to the Intellectual Property Security Agreement. Lender hereby reconveys to Grantor all of Lender's right, title, claim and interest in and to the Released Intellectual Property Collateral, including, but not limited to:

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. RECORDATION. The Lender hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release of the lien and security interest in the Intellectual Property Collateral.

4. FURTHER ASSURANCE. The Lender hereby agrees to, at the sole expense of the Grantor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary, under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary, to effect the release of the lien and security interest in the Intellectual Property Collateral contemplated hereby.

5. MODIFICATION. This Release may not be modified, nor my any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

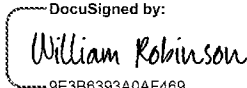
6. GOVERNING LAW. The Release shall be construed in accordance with and governed by the laws of the State of California.

(Remainder of this page intentionally left blank. Signature on next page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LENDER:

WESTERN ALLIANCE BANK, and Arizona corporation

By:  _____
DocuSigned by:
William Robinson
9E3B6393A0AF469...

Name: William Robinson

Title: Market Leader

318 West Adams Street
Chicago, Illinois 60606
Attn: Luke Arnesen
EMAIL: luke.arnesen@bridgebank.com

GRANTOR:

WELLBEATS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

1660 South Hwy 100
Suite 590
St. Louis Park, MN 55416
Attn: Jason Von Bank
EMAIL: jvonbank@wellbeats.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LENDER:

WESTERN ALLIANCE BANK, and Arizona corporation

By: _____

Name: _____

Title: _____

318 West Adams Street
Chicago, Illinois 60606
Attn: Luke Arnesen
EMAIL: luke.arnesen@bridgebank.com

GRANTOR:

WELLBEATS, INC., a Delaware corporation

By:  _____
B050EF8F4A304BD...

Name: Jason Von Bank _____

Title: CEO _____

1660 South Hwy 100
Suite 590
St. Louis Park, MN 55416
Attn: Jason Von Bank
EMAIL: jvonbank@wellbeats.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
Trademark	Wellbeats (logo)	88728225	Pending	12/19/2019
Trademark	Wellbeats	88571074	6002075	3/2/2020
Trademark	W (logo)	86205089	5041560	9/13/2016
Trademark	Virtual Presentation Live Experience	86199993	4774415	7/14/2015
Trademark	Wellbeats	86149498	5100699	12/13/2016
Trademark	Fitness on Request	85684518	4390802	9/28/2019
Trademark	Fitness on Request (logo)	85684526	4413150	10/8/2013
Trademark	Elements (logo)	85642618	4420588	10/22/2013
Trademark	Fitness on Request (logo)	85606723	4359087	7/18/2019
Trademark	Fitness on Request	85566909	4345181	7/4/2013
Trademark (Canada)	Wellbeats	1677900	TMA987965	1/8/2018
Trademark (UK)	Fitness on Request	3038642	3038642	6/20/2014
Trademark (EU)	Wellbeats	12920369	12920369	12/19/2014

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>