

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723222

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900675761

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FitOn Inc.		02/15/2022	Corporation:

RECEIVING PARTY DATA

Name:	Orix Growth Capital, LLC
Street Address:	2001 Ross Avenue
Internal Address:	Suite 1900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	88907355	FITON
Serial Number:	90441361	FITON
Serial Number:	90441860	F
Serial Number:	90440675	FITON
Serial Number:	90441864	F
Serial Number:	97055200	WELLSOME
Serial Number:	85323867	PEERFIT
Serial Number:	88062346	PEERFIT

CORRESPONDENCE DATA

Fax Number: 4693723889

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: 2149326439

Email: dwithers@mcguirewoods.com

Correspondent Name: Daniel Withers

Address Line 1: 2000 McKinney Ave

Address Line 2: #1400

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Daniel Withers
SIGNATURE:	/Daniel Withers/
DATE SIGNED:	04/22/2022
Total Attachments: 8 source=FitOn IP Security Agreement (Executed)#page1.tif source=FitOn IP Security Agreement (Executed)#page2.tif source=FitOn IP Security Agreement (Executed)#page3.tif source=FitOn IP Security Agreement (Executed)#page4.tif source=FitOn IP Security Agreement (Executed)#page5.tif source=FitOn IP Security Agreement (Executed)#page6.tif source=FitOn IP Security Agreement (Executed)#page7.tif source=FitOn IP Security Agreement (Executed)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 15, 2022 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and FITON INC. ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of

a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8605 Santa Monica Blvd., #16613
West Hollywood, CA 90069

FITON INC.

By: 
Name: *Russell Cook*
Title: *President*

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(FITON)
Signature Page

TRADEMARK
REEL: 007689 FRAME: 0668

Address of Lender:

2591 Ross Avenue, Suite 1900
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By: _____
Name:
Title:

[Handwritten Signature]
Jerry Bede
Head of OGC

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(SYN)
Signature Page

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Domestic Trademarks

Mark	Filing Date	Appln. No.	Reg. No.	Reg. Date	Registrant/Owner
Registered Trademark for FITON	May 8, 2020	Serial Number 88907355	Registration Number 6243325	January 12, 2021	FitOn Inc.
Registered Trademark for FITON	December 31, 2020	Serial Number 90441361	Registration Number 6539136	October 26, 2021	FitOn Inc.
Registered Trademark for F logo	December 31, 2020	Serial Number 90441860	Registration Number 6539179	October 26, 2021	FitOn Inc.
U.S. Live Trademark Application for FITON	December 31, 2020	Serial Number 90440675	N/A	N/A	FitOn Inc.
U.S. Live Trademark Application for F logo	December 31, 2020	Serial Number 90441864	N/A	N/A	FitOn Inc.
U.S. Live Trademark Application for WELLSOME	September 30, 2020	Serial Number 97055200	N/A	N/A	FitOn Inc.
Registered Trademark for PEERFIT	May 18, 2011	Serial Number 85323867	Registration Number 4083190	January 10, 2012	peerFit, Inc.
Registered Trademark for PEERFIT	August 2, 2018	Serial Number 88062346	Registration Number 5702358	March 19, 2019	peerFit, Inc.

Foreign Trademarks

Mark	Filing Date	Appln. No.	Reg. No.	Reg. Date	Registrant/Owner
United Kingdom Registered Trademark for FITON	October 19, 2021	N/A	Registration Number UK00003711646	January 14, 2022	FitOn Inc.
Australia Live Trademark	October 13, 2021	Application Number 2218381	N/A	N/A	FitOn Inc.

Application for FITON					
Canada Live Trademark Application for FITON	October 13, 2021	Application Number 2139556	N/A	N/A	FitOn Inc.
European Union Live Trademark Application for FITON	October 14, 2021	Application Number 18577690	N/A	N/A	FitOn Inc.
China Live Trademark Application for FITON	October 19, 2021	Application Number 59915988	N/A	N/A	FitOn Inc.
China Live Trademark Application for FITON	October 19, 2021	Application Number 59914029	N/A	N/A	FitOn Inc.

SCHEDULE C

Patents

None.

Registered Patents

None.