

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721262

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
FIT Republic of Scottsdale, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
M Fitness, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Ahwatukee, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Arrowhead, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Avondale LLC		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Desert Ridge, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Eastmark LLC		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Gilbert Commons, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Happy Valley, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Indian Bend, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of La Camarilla, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Marina Heights, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Mesa, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Metro Phoenix, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Ocotillo, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Peoria, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Phoenix, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Queen Creek, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Scottsdale Platinum, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
			<b>TRADEMARK</b>

OP \$65.00 3449228

Name	Formerly	Execution Date	Entity Type
Mountainside Fitness Centers of Scottsdale, LLC		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Centers of Surprise, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA
Mountainside Fitness Executives, L.L.C.		04/01/2022	Limited Liability Company: ARIZONA

#### RECEIVING PARTY DATA

<b>Name:</b>	First-Citizens Bank & Trust Company
<b>Street Address:</b>	75 N. Fair Oaks Avenue
<b>Internal Address:</b>	Mail code: CLAS PAS-04-02
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91103
<b>Entity Type:</b>	Chartered Bank: NORTH CAROLINA

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	3449228	M MOUNTAIN SIDE F I T N E S S
<b>Registration Number:</b>	3215588	MOUNTAIN SIDE FITNESS

#### 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:** 4023466000  
**Email:** trademarks.stephenson@kutakrock.com  
**Correspondent Name:** Patrick C. Stephenson  
**Address Line 1:** 1650 Farnam Street  
**Address Line 4:** Omaha, NEBRASKA 68102

<b>NAME OF SUBMITTER:</b>	Patrick C. Stephenson
<b>SIGNATURE:</b>	/Patrick C. Stephenson/
<b>DATE SIGNED:</b>	04/14/2022

#### Total Attachments: 6

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of April 1, 2022 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **FIRST-CITIZENS BANK & TRUST COMPANY** (the “**Secured Party**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of April 1, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Secured Party; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks,

collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and the other Credit Documents and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement or any other Credit Document (except, as to any other Credit Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, Federal law and the laws of the State of California (without regard to the conflicts of law principles thereof that would call for the application of the laws of another jurisdiction).

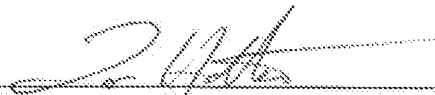
**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual

Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

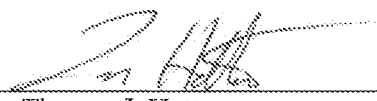
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IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

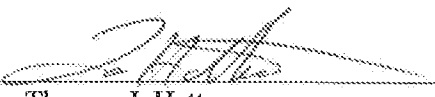
**MOUNTAINSIDE FITNESS  
ACQUISITIONS, LLC**, an Arizona limited liability company, as a Grantor

By:   
Name: Thomas J. Hatten  
Title: Chairman of the Board

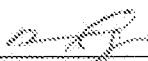
**FIT REPUBLIC OF SCOTTSDALE, L.L.C.  
M FITNESS, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
AHWATUKEE, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
ARROWHEAD, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
AVONDALE LLC  
MOUNTAINSIDE FITNESS CENTERS OF  
DESERT RIDGE, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
EASTMARK LLC  
MOUNTAINSIDE FITNESS CENTERS OF  
GILBERT COMMONS, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
HAPPY VALLEY, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
INDIAN BEND, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
LA CAMARILLA, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS  
OF MARINA HEIGHTS, L.L.C.**  
each an Arizona limited liability company, as a Grantor

By:   
Name: Thomas J. Hatten  
Title: Manager

**MOUNTAINSIDE FITNESS CENTERS OF  
MESA, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
METRO PHOENIX, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
OCOTILLO, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
PEORIA, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
PHOENIX, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
QUEEN CREEK, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
SCOTTSDALE PLATINUM, L.L.C.  
MOUNTAINSIDE FITNESS CENTERS OF  
SCOTTSDALE, LLC  
MOUNTAINSIDE FITNESS CENTERS OF  
SURPRISE, L.L.C.  
MOUNTAINSIDE FITNESS EXECUTIVES,  
L.L.C.,**  
each an Arizona limited liability company, as a Grantor

By:   
Name: Thomas J. Hatten  
Title: Manager

FIRST-CITIZENS BANK & TRUST COMPANY, as  
Secured Party

By:   
Name: Daniel Rogerson  
Title: Managing Director

[EXECUTION PAGE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 007692 FRAME: 0161

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights – N/A
2. Patents – N/A
3. Trademarks

Registered owner/Grantor/Loan Party	Trademark	Registration No.	Registration Date
Mountainside Fitness Acquisitions, LLC	M Mountainside Fitness	3449228	June 17, 2008
Mountainside Fitness Acquisitions, LLC	Mountain Side Fitness	3215588	March 6, 2007

Registered with the Arizona Secretary of State

<u>Owner</u>	<u>Trade Name</u>	<u>Expiration Date</u>
Mountainside Fitness Acquisitions, LLC	Mountainside Essential Health	April 8, 2026
Mountainside Fitness Acquisitions, LLC	Transitional Exercise	April 8, 2026

4. Licenses – N/A