

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDEAfit, Inc.		04/25/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Outside Interactive, Inc.		
Street Address:	1600 Pearl Street		
Internal Address:	Suite 300		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4391330	FITNESSCONNECT	
Registration Number:	3358535	IDEA	
Registration Number:	1451415	IDEA	
Registration Number:	1562819	IDEA	
Registration Number:	4223603	INNER IDEA	
Registration Number:	2944372	INSPIRE THE WORLD TO FITNESS	
CORRESPONDENCE DATA			
Fax Number:	8587938099		
<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:	858-793-8090		
Email:	mark@bibr.com		
Correspondent Name:	Mark I. Reichenthal		
Address Line 1:	2011 Palomar Airport Road		
Address Line 2:	Suite 306		
Address Line 4:	Carlsbad, CALIFORNIA 92011		
NAME OF SUBMITTER:	Mark I. Reichenthal		
SIGNATURE:	/Mark I. Reichenthal/		
DATE SIGNED:	06/17/2022		

OP \$165.00 4391330

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of April 25, 2022, is made by and between **IDEAfit, Inc.**, a California corporation (the “Grantor”) in favor of **Outside Interactive, Inc.**, a Delaware corporation (the “Secured Party”).

WHEREAS, Grantor and Secured Party have entered into that certain Asset Purchase Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”) pursuant to which Grantor has agreed to purchase from Secured Party, and Secured Party has agreed to sell to Grantor, certain assets and liabilities of Secured Party, all as further described in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Grantor shall make Deferred Payments (as defined in the Purchase Agreement) to Secured Party, all as further described in the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement;

WHEREAS, as a condition precedent to the making of the loan in the form of the Deferred Payment under the Purchase Agreement by Secured Party under the Purchase Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement, of even date herewith, made by and between Grantor and Secured Party (the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the

right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials of domestic or foreign trademark offices to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Purchase Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Intent to Use Applications. Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing herein or in the Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral; provided, however, that upon the filing of a "Statement of Use" with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall automatically be deemed a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule 1 to this Trademark Security Agreement to include all such trademarks or service marks that were subject to such Intent to Use Applications within thirty (30) days of registration thereof.

5. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

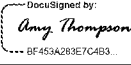
7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

IDEAfit, Inc.,
a California corporation

By: 
Name: Amy Thompson
Title: President

Address: c/o Amy Thompson
7875 Highland Village Place,
Suite B102-453
San Diego, California

ACCEPTED BY SECURED PARTY:

Outside Interactive, Inc.,
a Delaware corporation

By: _____
Name: Robin Thurston
Title: Chief Executive Officer

Address: c/o Robin Thurston
1600 Pearl Street, Suite 300,
Boulder, CO 80302

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

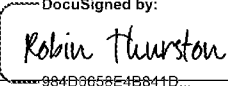
IDEAfit, Inc.,
a California corporation

By: _____
Name: Amy Thompson
Title: President

Address: c/o Amy Thompson
7875 Highland Village Place,
Suite B102-453
San Diego, California

ACCEPTED BY SECURED PARTY:

Outside Interactive, Inc.,
a Delaware corporation

DocuSigned by:

By: _____
Name: Robin Thurston
Title: Chief Executive Officer

Address: c/o Robin Thurston
1600 Pearl Street, Suite 300,
Boulder, CO 80302

SCHEDULE 1

LIST OF TRADEMARKS

International Marks

Docket	Mark	Ser. No.	Reg. No.	Jurisdiction
OUT-0067T-AU	IDEA	464983	464983	Australia
OUT-0077T-AU	IDEA	1952112	1952112	Australia
OUT-0068T-BR	IDEA	817082425	817082425	Brazil
OUT-0080T-BR	IDEA	821105698	821105698	Brazil
OUT-0069T-CA	IDEA	1351372	TMA727166	Canada
OUT-0081T-CA	IDEA	601442	TMA381441	Canada
OUT-0082T-CA	IDEA	893777	TMA583040	Canada
OUT-0085T-CA	INSPIRE THE WORLD TO FITNESS	1608425	TMA888666	Canada
OUT-0076T-CN	IDEA	16453499	16453499	China
OUT-0083T-EU	IDEA	914556	914556	European Union Trademark and Designs Office
OUT-0070T-HK	IDEA	303309651	303309651	Hong Kong
OUT-0071T-IT	IDEA	T093COO1694	1568585	Italy
OUT-0078T-ZA	IDEA	201824985		South Africa
OUT-0079T-ZA	IDEA	201824986		South Africa
OUT-0193T-KR	IDEA	40-2021-9866		South Korea
OUT-0072T-UK	IDEA	1308716	1308716	United Kingdom
OUT-0349T-UK	IDEA & device		UK00900914556	United Kingdom

United States Marks

Docket	Mark	Ser. No.	Reg. No.	Jurisdiction
OUT-0061T	FITNESSCONNECT	85808064	4391330	US
OUT-0073T	IDEA	77066329	3358535	US
OUT-0074T	IDEA	73631974	1451415	US
OUT-0075T	IDEA	73631973	1562819	US
OUT-0084T	INNER IDEA	77201803	4223603	US
OUT-0086T	INSPIRE THE WORLD TO FITNESS	76419393	2944372	US