

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JACOBS LADDER, LLC		08/12/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3017868	JACOBS LADDER	
Registration Number:	4505390	STAIRWAY	
Registration Number:	5885780	ROPEFIT	
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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE, SUITE 1400		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	074658-19137		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	08/12/2022		
Total Attachments: 5			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2022 (this “Supplemental Trademark Security Agreement”), made by JACOBS LADDER, LLC, a New York limited liability company (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION (“PNC”), as Administrative Agent for the Secured Parties (as each is defined in the Credit Agreement referred to below).

WHEREAS, reference is made to (i) the Amended and Restated Revolving Credit and Security Agreement, dated as of January 31, 2020 (as amended by the First Amendment to Amended and Restated Revolving Credit and Security Agreement and Waiver, dated as of October 1, 2021, the Second Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of June 29, 2022, the Joinder and Third Amendment to Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CORE HEALTH & FITNESS, LLC, a Nevada limited liability company (“Borrowing Agent”, together with each Person joined thereto as a Borrower from time to time, the “Borrowers” and each a “Borrower”), CORE INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), the guarantor subsidiaries party thereto from time to time (together with the Borrowers and Holdings, collectively, the “Loan Parties”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and PNC as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), and (ii) the Trademark Security Agreement, dated as of January 31, 2020 (the “Trademark Security Agreement”) between each of the Grantors, the other grantors party thereto and the Administrative Agent for the Secured Parties;

WHEREAS, pursuant to the Credit Agreement and Trademark Security Agreement, the Grantors granted a security interest to Administrative Agent (on behalf of the Secured Parties) in the Trademark Collateral;

WHEREAS, the Trademark Collateral includes the Trademarks set forth on Schedule I hereto (the “Additional Trademark Collateral”), and the Grantor is required to execute and deliver this Supplemental Trademark Security Agreement, for purposes of recording the grant of the security interest in the Additional Trademark Collateral in the United States Patent and Trademark Office (“USPTO”).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment in full in cash or performance, as the case may be, in full of the Obligations, the Grantor hereby

grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Additional Trademark Collateral and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Additional Trademark Collateral and all goodwill associated with such Additional Trademark Collateral.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement, and the Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Additional Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Counterparts. This Supplemental Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Supplemental Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Supplemental Trademark Security Agreement. This Supplemental Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns. This Supplemental Trademark Security Agreement is an Other Document.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Supplemental Trademark Security Agreement.

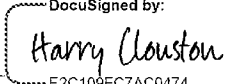
SECTION 6. Governing Law. This Supplemental Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Credit Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Additional Trademark Collateral under this Supplemental Trademark Security Agreement.

[Signature pages follow]


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

JACOBS LADDER, LLC, as Grantor

DocuSigned by:
By: 
Name: Harry Clouston
Title: Vice President

Accepted and agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Edward Chonko
Title: Senior Vice President

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 007821 FRAME: 0913

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Title	Country	Status	Serial Number	TM Number
JACOBS LADDER	US	Registered	78488416	3017868
STAIRWAY	US	Registered	86047727	4505390
ROPEFIT	US	Registered	87334674	5885780