

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761518

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900712985		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Confirmed Technologies, LLC		08/11/2022	Limited Liability Company: DELAWARE
FitnessAI Inc.		08/11/2022	Corporation: DELAWARE
SCI Bronze Films Limited		08/11/2022	Limited Liability Company: IRELAND
RECEIVING PARTY DATA			
Name:	WESTMOUNT GROUP LLC		
Street Address:	900 Third Ave, Suite 1403		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6226262	CONFIRMED	
Registration Number:	6557216	AESTHETIC KIT	
Serial Number:	97244724	FITNESSAI	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Kyle.Turnbull@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Andrew Jaworski		
SIGNATURE:	/Andrew J. Jaworski/		
DATE SIGNED:	10/17/2022		

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2022, is entered into by Confirmed Technologies, LLC a Delaware limited liability company (“*Confirmed Technologies*”), FitnessAI Inc., a Delaware limited liability company (“*FitnessAI*”), and SCI Bronze Films Limited, an Ireland limited liability company (“*SCF*”, and together with Confirmed Technologies and FitnessAI, each individually, a “*Grantor*”, and collectively, the “*Grantors*”), in favor of WESTMOUNT GROUP LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement or a Mortgage Debenture, as applicable, dated as of August 11, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Trademarks and Trademark Licenses of such Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements and other violations thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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 Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) and termination of the GCA, or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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

Very truly yours,

CONFIRMED TECHNOLOGIES, LLC, a Delaware limited liability company


By: MERV ACQUISITION CO. LLC, its Sole Member

DocuSigned by:
Fraser Simpson
By: _____
Name: Fraser Simpson
Title: President

FITNESSAI INC., a Delaware corporation

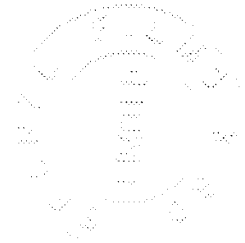
DocuSigned by:
Fraser Simpson
By: _____
Name: Fraser Simpson
Title: Chief Executive Officer

GIVEN under the COMMON SEAL
of SCI BRONZE FILMS LIMITED and delivered
as a deed in the presence of:



Director
Sinead M'Gee of Republic Securities Ireland Limited

Director / Secretary / Authorised Person



[Appex] Trademark Security Agreement

Accepted and Agreed:

WESTMOUNT GROUP LLC,
as Collateral Agent

DocuSigned by:
Marc Helwani
DB39C22F7F604E5...

By:

Name: Marc Helwani
Title: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Confirmed Technologies, LLC	USPTO - 6226262	"Confirmed"
Confirmed Technologies, LLC	EUIPO - 17992485	"Confirmed"
FitnessAI Inc.	USPTO 97244724	"FitnessAI"
SCI Bronze Films Limited	USPTO – 6557216	"Aesthetic Kit"

Trademark Applications: N/A

Trademark Licenses: N/A