

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753207

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BODIFY LLC		09/02/2022	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	40 King Street West		
<b>Internal Address:</b>	62nd Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5W 2X6		
<b>Entity Type:</b>	Banking Corp: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5316515	STUBBORN FAT, WE CAN FIX THAT	
<b>Registration Number:</b>	5316514	HATE IT FREEZE IT LIKE IT LOVE IT	
<b>Registration Number:</b>	5176341	HATE IT FREEZE IT LOVE IT	
<b>Registration Number:</b>	5008774	BEAUTIFUL RESULTS PROMISE	
<b>Registration Number:</b>	5008773	WHERE CONFIDENCE TAKES SHAPE	
<b>Registration Number:</b>	5008772	BODIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3122883547		
<b>Email:</b>	nikia.mcmillen@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S LaSalle Street		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Michelle A. Covert		
<b>SIGNATURE:</b>	/Michelle A. Covert/		

OP \$165.00 5316515

<b>DATE SIGNED:</b>	09/02/2022
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**Total Attachments: 8**

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- source=Trademark Security Agreement of Bodify LLC - closing version#page2.tif
- source=Trademark Security Agreement of Bodify LLC - closing version#page3.tif
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- source=Trademark Security Agreement of Bodify LLC - closing version#page5.tif
- source=Trademark Security Agreement of Bodify LLC - closing version#page6.tif
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- source=Trademark Security Agreement of Bodify LLC - closing version#page8.tif

## TRADEMARK COLLATERAL AGREEMENT

This September 2, 2022, BODIFY LLC (together with any successors, by amalgamation or otherwise, and permitted assigns, "**Debtor**"), an Arizona limited liability company, with its principal place of business and mailing address ■ in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to The Bank of Nova Scotia ("**BNS**"), with its mailing address at 40 King St. West, 62<sup>nd</sup> Floor, Toronto, Ontario, M5W 2X6, acting as administrative agent hereunder for the Secured Parties (as defined in the Security Agreement referred to below), and its successors and assigns (BNS acting as such administrative agent and any successor(s) or assign(s) to BNS acting in such capacity being hereinafter referred to as the "**Agent**"), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) all proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain general security agreement (as the same may be amended, modified, or restated from time to time (the "**Security Agreement**")) dated as of September 2, 2022, among Debtor and Agent. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Security Agreement

Notwithstanding anything herein to the contrary, the security interest created under this Trademark Collateral Agreement shall not extend to, and the term "Trademark Collateral" shall not include, and the security interest granted herein shall not attach, to any United States trademark subject to an application filed based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "**Intent-to-Use Applications**"). When a Statement of Use is filed and accepted by the United

States Patent and Trademark Office for an Intent-to-Use Application, then that Intent-to-Use Application shall cease to be partly exempted from this Trademark Collateral Agreement.

Notwithstanding anything herein to the contrary, the security interest with respect to the Trademark Collateral constitutes a security interest in, and a charge and pledge of, such Trademark Collateral in favor of the Agent for the benefit of the Secured Parties, but does not constitute a sale, transfer, conveyance, or other assignment of such Trademark Collateral to the Agent or any of the Secured Parties

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Debtor of a manually signed paper trademark collateral agreement which has been converted into electronic form (such as scanned into PDF format), or an electronically signed trademark collateral agreement converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006 of the *Electronic Signatures in Global and National Commerce Act*, as it may be amended from time to time.

This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Debtor acknowledges that this Trademark Collateral Agreement is and shall be effective upon its execution and delivery by the Debtor to the Agent.

This Trademark Collateral Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

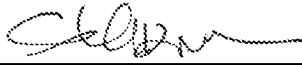
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**BODIFY LLC**

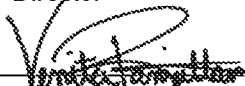
By:  DocuSigned by:  
Name: Dominic Mazzone  
Title: Manager

Accepted and agreed to as of the date and year last above written.

**THE BANK OF NOVA SCOTIA, as  
Agent**

By:  \_\_\_\_\_

Name: Clement Yu  
Title: Director

 \_\_\_\_\_  
Name: Venita Ramjattan  
Title: Associate

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT- BODIFY]

**TRADEMARK  
REEL: 007840 FRAME: 0453**

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS**

STUBBORN FAT, WE CAN FIX THAT
HATE IT FREEZE IT LIKE IT LOVE IT
HATE IT FREEZE IT LOVE IT
BEAUTIFUL RESULTS PROMISE
WHERE CONFIDENCE TAKES SHAPE
BODIFY

**FEDERAL TRADEMARK REGISTRATIONS**

Trademark	Appl. No.	Goods/Services	Reg. No. / Reg. date	Jurisdiction	Status
STUBBORN FAT, WE CAN FIX THAT	87399984	IC 44 – Cosmetic body care services; Non-invasive cosmetic medical procedures.	5316515 Oct. 24, 2017	United States	active
HATE IT FREEZE IT LIKE IT LOVE IT	87399976	IC 44 – Cosmetic body care services; Non-invasive cosmetic medical procedures.	5316514 Oct. 24, 2017	United States	active
HATE IT FREEZE IT LOVE IT	87158859	IC 44 – Cosmetic body care services; Non-invasive cosmetic medical procedures	5176341 April 4, 2017	United States	active
BEAUTIFUL RESULTS PROMISE	86481026	IC 44 – Cosmetic body care services; Non-invasive cosmetic medical procedures	5008774 7/26/2016	United States	active



WHERE CONFIDENCE TAKES SHAPE	86481020	IC 44 – Cosmetic body care services; Non-invasive cosmetic medical procedures	5008773 7/26/2016	United States	active
BODIFY	86481016	IC 44 – Cosmetic body care services; Non-invasive cosmetic medical procedures	5008772	United States	active

FEDERAL TRADEMARK REGISTRATION APPLICATIONS

None.