

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IFIT INC.		09/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	333 S. Hope Street, 19th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6725333	FITAPP	
Registration Number:	6531433	FITCLOUD	
Registration Number:	6694844	RAPID STRIKE	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	2134576624		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	355 S. Grand Avenue, Suite 4200		
Address Line 2:	Attention: J. Aufderhar, Esq.		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	JUSTIN AUFDERHAR		
SIGNATURE:	/S/ JUSTIN AUFDERHAR		
DATE SIGNED:	09/19/2022		
Total Attachments: 18			
source=USPTO FILING - IFIT#page1.tif			
source=USPTO FILING - IFIT#page2.tif			
source=USPTO FILING - IFIT#page3.tif			

OP \$90.00 6725333

source=USPTO FILING - IFIT#page4.tif
source=USPTO FILING - IFIT#page5.tif
source=USPTO FILING - IFIT#page6.tif
source=USPTO FILING - IFIT#page7.tif
source=USPTO FILING - IFIT#page8.tif
source=USPTO FILING - IFIT#page9.tif
source=USPTO FILING - IFIT#page10.tif
source=USPTO FILING - IFIT#page11.tif
source=USPTO FILING - IFIT#page12.tif
source=USPTO FILING - IFIT#page13.tif
source=USPTO FILING - IFIT#page14.tif
source=USPTO FILING - IFIT#page15.tif
source=USPTO FILING - IFIT#page16.tif
source=USPTO FILING - IFIT#page17.tif
source=USPTO FILING - IFIT#page18.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 14, 2022 (this "Agreement"), by **iFIT Inc.**, a Delaware corporation ("Grantor") in favor of Bank of America, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The ABL Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), by and among iFIT Health & Fitness Inc., a Delaware corporation ("Holdings"), IFIT INC., a Delaware corporation (the "Borrower Representative"), as a US Borrower and as Borrower Representative, certain subsidiaries from time to time party thereto, as Borrowers, certain subsidiaries from time to time party thereto, as Subsidiary Guarantors, the lenders from time to time party thereto (the "ABL Lenders") and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of Grantor, and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom listed on Schedule I hereto and, for the avoidance of doubt, all goodwill associated with any and all of the foregoing;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items do not constitute Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, email (including “.pdf” or “.tiff”) or any electronic signature complying with the US federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Requirements of Law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IFIT INC.

By:



Name: Everett Smith

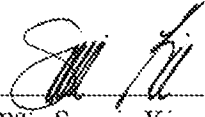
Title: Secretary

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(BANK OF AMERICA)

TRADEMARK
REEL: 007849 FRAME: 0401

ACKNOWLEDGED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Sunnie Kim
Title: Senior Vice President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(BANK OF AMERICA)

TRADEMARK
REEL: 007849 FRAME: 0402

SCHEDULE I

Trademarks

UNITED STATES – TRADEMARK REGISTRATIONS

REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER
iFIT Inc.	FITAPP	6725333
iFIT Inc.	FITCLOUD	6531433
iFIT Inc.	RAPIDSTRIKE	6694844

UNITED STATES – PENDING TRADEMARK APPLICATIONS

None.

UNITED STATES – INTENT-TO-USE TRADEMARK APPLICATIONS¹

None.

¹ No security interest is filed on these intent-to-use applications. They are solely included for convenience of recordkeeping purposes.

CANADA – TRADEMARK REGISTRATIONS AND APPLICATIONS

Status	Application Number	Registration Number	Mark	Owner / Applicant
Pending	2172683		SWEAT Drop Design	iFIT Inc.

UNITED KINGDOM – TRADEMARK REGISTRATIONS AND APPLICATIONS

Status	Application Number	Registration Number	Title	Owner/Applicant
Pending	UK00003766452		SWEAT Drop Design	iFIT Inc.

AUSTRALIA – TRADEMARK REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE II

Patents

UNITED STATES – ISSUED PATENTS

None.

UNITED STATES – PENDING PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
iFIT Inc.	17730081	Controlling Access to a Stationary Exercise Machine
iFIT Inc.	17744124	CONVERTIBLE ROWING MACHINE
iFIT Inc.	17733159	Coordinated Weight Selection
iFIT Inc.	63332581	Devices, Systems and Methods for an Exercise Device Motor
iFIT Inc.	63314864	Devices, Systems, and Methods for Moving a Movable Step Through a Transition Zone
iFIT Inc.	17729853	Devices, Systems, and Methods for Rotating a Tread Belt in Two Directions
iFIT Inc.	17841313	Dual-Use Monitor Assembly
iFIT Inc.	17851396	ENCODING EXERCISE MACHINE CONTROL COMMANDS IN SUBTITLE STREAMS
iFIT Inc.	63352539	Exercise Leaderboard
iFIT Inc.	63316890	Exercise Machine
iFIT Inc.	63319695	Exercise Machine
iFIT Inc.	63329270	Lift Assist for Exercise Device
iFIT Inc.	63288439	Motorized Pilates Reformer System
iFIT Inc.	17732213	Stationary Exercise Machine Configured to Execute a Programmed Workout with Aerobic Portions and Lifting Portions
iFIT Inc.	17734731	STATIONARY EXERCISE MACHINE CONFIGURED TO EXECUTE A PROGRAMMED WORKOUT WITH AEROBIC PORTIONS AND LIFTING PORTIONS
iFIT Inc.	17727575	STRENGTH TRAINING APPARATUS

iFIT Inc.	17729827	Systems and Methods for Cross-training on Exercise Devices
iFIT Inc.	17733671	Systems and Methods for Haptic Simulation in Exercise Devices
iFIT Inc.	63321303	Systems and Methods for Haptic Simulation in Incline Exercise Devices
iFIT Inc.	17733682	Systems and Methods for Magnetic User Contact Points in Exercise Devices
iFIT Inc.	63350072	Vibration Isolation Exercise Machine
iFIT Inc.	17712347	Virtual Environment Workout Controls
iFIT Inc.	17672459	Safety Mechanism for an Adjustable Dumbbell
iFIT Inc.	17702021	Local Exercise Device Network
iFIT Inc.	63259904	VIDEO MENTAL HEALTH PROGRAMS
iFIT Inc.	63289997	Movable Console
iFIT Inc.	63290455	Lift Mechanism for an Exercise Device
iFIT Inc.	63298170	Adjustable Dumbbell System
iFIT Inc.	63299357	Treadmill Karaoke
iFIT Inc.	17/726403	MOTORIZED PILATES REFORMER SYSTEM
iFIT Inc.	17/840857	SYSTEMS AND METHODS FOR GYM CONNECTIVITY
iFIT Inc.	17/880337	SYNCHRONIZING VIDEO WORKOUT PROGRAMS ACROSS MULTIPLE DEVICES
iFIT Inc.	63/295419	SYSTEMS AND METHODS FOR SYNCHRONIZING WORKOUT EQUIPMENT WITH VIDEO FILES
iFIT Inc.	63/306251	SYSTEMS AND METHODS FOR SYNCHRONIZING WORKOUT EQUIPMENT WITH VIDEO FILES
iFIT Inc.	PCT/US22/29217	CONVERTIBLE ROWING MACHINE
iFIT Inc.	PCT/US21/23779	LEADERBOARD WITH IRREGULARITY FLAGS IN AN EXERCISE MACHINE SYSTEM

iFIT Inc.	PCT/US21/22749	SYSTEMS AND METHODS FOR TREADMILL DRIFT AVOIDANCE
iFIT Inc.	17/684011	Video Workout Programs

CANADA – PATENTS AND PATENT APPLICATIONS

None.

UNITED KINGDOM – PATENTS AND PATENT APPLICATIONS

None.

AUSTRALIA – PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE III

UNITED STATES - COPYRIGHT REGISTRATIONS

None.

UNITED STATES – COPYRIGHT APPLICATIONS

None.