

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756098

| | | | |
|-----------------------------------|---|--|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Paradigm Health & Wellness, Inc. | | 06/11/2021 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Fifth Third Bank | | |
| Street Address: | 6111 N. River Road | | |
| City: | Rosemont | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60018 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 33 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4186879 | EXERPEUTIC | |
| Registration Number: | 4319101 | PROGEAR FITNESS | |
| Registration Number: | 4362528 | CLOUD FITNESS | |
| Registration Number: | 4362529 | CLOUD FITNESS | |
| Registration Number: | 4231670 | DESK STATION TREADMILL | |
| Registration Number: | 4377751 | INFRALIFE | |
| Serial Number: | 86034729 | LIFE HOLISTIC FITNESS | |
| Registration Number: | 4486421 | ICONTROL | |
| Serial Number: | 85953320 | AIRSOFT | |
| Serial Number: | 86176602 | FITNESS REALITY | |
| Serial Number: | 86186831 | FITNESS REALITY REAL PEOPLE REAL RESULTS | |
| Serial Number: | 86388435 | WE ASSIST | |
| Registration Number: | 4824863 | MYCLOUDFITNESS | |
| Serial Number: | 85743262 | CLOUD WALKER | |
| Serial Number: | 86748704 | SUPER MAX | |
| Serial Number: | 86316390 | IRONSTRONG | |
| Serial Number: | 85743259 | CLOUD DECK | |
| Registration Number: | 5178290 | FITNESS REALITY | |
| Serial Number: | 87137545 | MYFITQUEST | |

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| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 5287445 | MYFITQUEST |
| Registration Number: | 5397785 | SURELOCK |
| Serial Number: | 87239299 | FITNESS REALITY GYM |
| Serial Number: | 87737522 | RESOLVE FITNESS |
| Serial Number: | 87736672 | RESOLVE FITNESS |
| Serial Number: | 87663463 | X CLASS |
| Serial Number: | 87560605 | FITNESS REALITY KIDS |
| Serial Number: | 87702975 | EXERWORK |
| Registration Number: | 5840712 | R |
| Serial Number: | 88048565 | FOLDAWAY INVERSION |
| Registration Number: | 5985809 | MCF PLUS |
| Registration Number: | 5997845 | REACTIVE RUNNER |
| Registration Number: | 6017277 | PROGEAR FITNESS |
| Registration Number: | 6274303 | HIITMASTER |

CORRESPONDENCE DATA

Fax Number: 3142592020

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.

Phone: 3142592000

Email: bcipdocketing@bclplaw.com

Correspondent Name: Caroline Jones

Address Line 1: 211 N. Broadway, Suite 3600

Address Line 4: Saint Louis, MISSOURI 63102

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 1031201.125 |
| NAME OF SUBMITTER: | Caroline Jones |
| SIGNATURE: | /Caroline Jones/ |
| DATE SIGNED: | 09/19/2022 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of June 11, 2021, is made by Paradigm Health & Wellness, Inc., a California corporation (“**Grantor**”) in favor of Fifth Third Bank, National Association (the “**Secured Party**”).

Grantor and Secured Party have entered into a Credit and Security Agreement dated as of June 11, 2021 (the “**Credit Agreement**”).

Under the terms of the Credit Agreement, 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 national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses 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**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(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, 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 to record and register this Trademark Security Agreement upon Secured Party’s request.

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 Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **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.

5. **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.

6. **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 State of Illinois.

[signature page to follow]

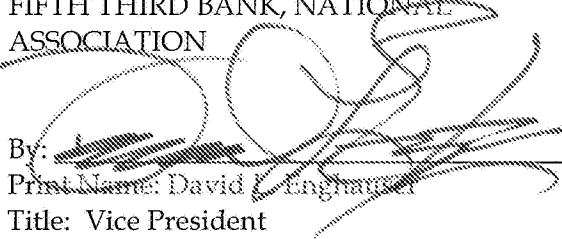
Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

GRANTOR

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

PARADIGM HEALTH & WELLNESS, INC.,
a California corporation

By: 
Print Name: David C. Engstaufer
Title: Vice President

By: _____
Print Name: Paul Hsieh
Title: President

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

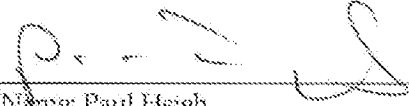
SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: _____
Title: _____

GRANTOR

PARADIGM HEALTH & WELLNESS, INC.,
a California corporation

By:  _____
Print Name: Paul Hsieh
Title: President

Trademark Security Agreement

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

[attached]

PARADIGM HEALTH & WELLNESS, INC.
Trademarks (Completed)

SCHEDULE 9.19 - INTELLECTUAL PROPERTY
Trademarks (Completed)

| No | Date of Trademark | Trademark Number | Trademark Name | PHW Trademarks (Completed) | Country | Notes | Start Date | Completion Date | Order Number | Processing Firm |
|----|-------------------|-------------------|--|----------------------------|---------|--|------------|-----------------|--------------|-----------------|
| 1 | 08/07/12 | 4186879 | Exerpeutic | 28 | USA | | 02/01/12 | 08/07/12 | | Legal Force |
| 2 | 04/09/13 | 419101 | Pro Gear Fitness | 28 | USA | | 02/09/12 | 04/09/13 | | Legal Force |
| 3 | 07/02/13 | 4362528 | Cloud Fitness | 28 | USA | Exercise Equipment/ accessories (28) | 02/09/12 | 07/02/13 | | Legal Force |
| 4 | 07/02/13 | 4362529 | Cloud Fitness | 9 | USA | Fitness/Exercise related software (09) | 02/11/12 | 07/02/13 | | Legal Force |
| 5 | 07/02/13 | 4362529 | Cloud Fitness | 42 | USA | Online Fitness Club (42) | 02/13/12 | 07/02/13 | | Legal Force |
| 6 | 10/23/12 | 4231670 | Desk Station Treadmill | 28 | USA | | 12/14/11 | 10/23/12 | | Legal Force |
| 7 | 10/16/12 | 4226601 | Workfit | 28 | USA | | 03/21/11 | 10/16/12 | | Legal Force |
| 8 | 07/30/13 | 4377751 | Infralife | 11 | USA | | 10/01/12 | 07/30/13 | | Legal Force |
| 9 | 11/18/14 | 86034729 | Life Holistic Fitness | 35 | USA | | 11/18/14 | 11/18/14 | | Legal Force |
| 10 | 02/18/14 | 4486421 | i-Control | 28 | USA | | 05/03/13 | 02/18/14 | | Legal Force |
| 11 | 06/07/13 | 85953320 | Arssoft | 28 | USA | | 06/07/13 | 06/07/13 | | Legal Force |
| 12 | 01/27/14 | 86176602 | Fitness Realty | 28 | USA | | 01/27/14 | 01/27/14 | | Legal Force |
| 13 | 02/06/14 | 86186831 | Fitness Realty (Real People Real Results) Logo | 28 | USA | | 02/06/14 | 02/06/14 | | Legal Force |
| 14 | 09/08/14 | 86388435 | We Assist | 28 | USA | Exercise Equipment/ accessories | 09/08/14 | 09/08/14 | | Legal Force |
| 15 | 05/02/14 | | My Cloud Fitness | 28 | USA | Fitness/Exercise related software | 05/02/14 | 05/02/14 | | Legal Force |
| 16 | 05/02/14 | 4,824,863 | My Cloud Fitness | 9 | USA | | 05/02/14 | 05/02/14 | 86270425 | Legal Force |
| 17 | 05/02/14 | | My Cloud Fitness | 42 | USA | Online Fitness Club | 05/02/14 | 05/02/14 | | Legal Force |
| 18 | 10/22/15 | 85743262 | Cloud Walker | 28 | USA | 10/22/2015 | 10/01/13 | 10/22/15 | 4902520 | Legal Force |
| 19 | 08/25/15 | 86748704 | Super Max | 28 | USA | | 08/25/15 | 08/25/15 | | Legal Force |
| 20 | 12/02/15 | 86316390 | IronStrong | 9 | USA | 12/2/2015 | 02/20/14 | 12/02/15 | | Legal Force |
| 21 | 11/14/15 | 85743259 | Cloud Deck | 28 | USA | 11/14/2015 | 10/01/13 | 11/14/15 | | Legal Force |
| 22 | 06/02/16 | 87075404/ 5178230 | Fitness Realty (Swing Seats) | 28 | USA | 6/2/2016 | 05/23/16 | 04/04/17 | 457268 | Legal Force |
| 23 | 07/08/16 | 87137545 | MYFITQUEST (Logo) | 9 | USA | 7/8/2016 | 07/08/16 | 05/09/17 | 455743 | Legal Force |
| 24 | 06/02/16 | 87076229/ 5287445 | MYFITQUEST (Fitness/Exercise related software) | 9 | USA | 6/2/2016 | 06/23/16 | 10/06/17 | | Legal Force |
| 25 | 02/06/18 | 87307323/ 5397785 | SmartLock Raderet system | 28 | USA | 12/5/2016 | 12/05/17 | 02/06/18 | 473181 | Legal Force |
| 26 | 09/16/16 | 87239299 | Fitness Realty Gym | 28 | USA | 9/16/2016 | 09/16/16 | 09/16/16 | 466245 | Legal Force |
| 27 | 12/29/17 | 87737522 | Resolve Fitness | 28 | USA | Light Commercial Fitness | 11/29/17 | 12/29/17 | 1075064 | Legal Force |
| 28 | 12/28/17 | 87736672 | Resolve Fitness | 28 | USA | Light Commercial Fitness | 11/29/17 | 12/28/17 | 1075064 | Legal Force |
| 29 | 04/03/18 | 87663463 | X Class | 28 | USA | 4/3/2018 | 04/03/18 | 04/03/18 | | Legal Force |
| 30 | 04/10/18 | 87560605 | Fitness Realty Kids | 28 | USA | 4/10/2018 | 04/10/18 | 04/10/18 | | Legal Force |
| 31 | 11/30/17 | | Exer Work | 28 | USA | | 11/30/18 | 01/15/19 | | Legal Force |
| 32 | 11/30/17 | 87029975 | Exer Work | 20 (Office) | USA | | 11/30/18 | 01/15/19 | 1063992 | Legal Force |
| 33 | 06/01/18 | 5840712 | R Logo | 28 | USA | Serial #: 87933152 | 05/23/18 | 08/26/19 | 1118563 | Legal Force |
| 34 | 01/14/20 | 88048565 | Foldaway Inversion | 28 | USA | 1/14/2020 5956670 | 01/14/20 | 01/14/20 | 1122735 | Legal Force |
| 35 | 11/19/18 | 5,985,809 | MCT Plus | 9 | USA | 88327449 | 11/19/18 | 02/13/20 | 1131617 | Legal Force |
| 36 | 06/29/18 | 5,997,845 | Reactive Runner | 28 | USA | | 06/29/18 | 02/25/20 | 1121624 | Legal Force |
| 37 | 03/26/20 | 6,017,277 | Progear Fitness | 28 | USA | | 06/20/19 | 03/26/20 | 6017277 | Legal Force |
| 38 | 05/14/20 | 1248580 | HITMASTER | 28 | USA | | 05/26/20 | 02/16/21 | 8892345 | Legal Force |

PARADIGM HEALTH & WELLNESS, INC.
Trademarks - In-Process

SCHEDULE 9.19 - INTELLECTUAL PROPERTY
Trademarks (In-Process)

| PHW Trademarks (In-Process) | | | | | | | | | | |
|-----------------------------|------------|------------------|---------------------|-----------------|---------|----------------------|------------|---|--------------|-----------------|
| No. | Date Filed | Trademark Number | Trademark Name | Trademark Class | Country | Notes | Start Date | Completion Date | Order Number | Processing Firm |
| 1 | 05/03/13 | 85922217 | Airtech | 28 | USA | 11/11/2015-Abandoned | 05/03/13 | | | Legal Force |
| 2 | 12/28/17 | 87736639 | RF logo | 28 | USA | 5/29/2018- Abandoned | 12/28/17 | | | Legal Force |
| 3 | 12/06/17 | 87736242 | Foldaway Inversion | 28 | USA | Abandoned | 12/06/17 | Foldable Inversion is generic, 25% winning | 1075679 | Legal Force |
| 4 | 12/06/17 | 87736226 | Foldaway | 28 | USA | Abandoned | 12/06/17 | Foldable Inversion is generic, 25% winning | 1075614 | Legal Force |
| 5 | 02/09/18 | 87749724 | Tahoe Heavenly | 28 | USA | 9/13/18-Abandoned | 02/09/18 | Same Class- Confusion too similar to Tahoe for chairs and seat cushion | 1077751 | Legal Force |
| 6 | 04/26/17 | 87436714 | What Now? | 9 | USA | Abandoned | 04/26/17 | Abandoned on 12/29/20 | 483228 | Legal Force |
| 7 | 01/10/19 | | Zero Gap | 28 | USA | Refusal | 01/10/19 | Final Refusal on 1/19/20 | 1134294 | Legal Force |
| 8 | 05/14/20 | 1248581 | ECLIPSE | 28 | USA | Refusal | 05/26/20 | Final Refusal on 11/19/20 | 88924330 | Legal Force |
| 9 | 05/14/20 | 1247715 | HIT MASTER | 28 | USA | Abandoned | 05/26/20 | Abandoned on 5/3/21 | 88924342 | Legal Force |
| 10 | 03/23/20 | 88860194 | Fitness Reality Mat | 27 | USA | | 03/23/20 | Notice of Allowance of Statement of Use 9/22/20 | 1223366 | Legal Force |
| 11 | 03/23/20 | | Kidlevatar | 9 | USA | | 06/25/20 | USPTO placed application on hold pending other actions | 1226728 | Legal Force |
| 12 | 06/25/20 | | Vita Fit | 28 | USA | | 06/25/20 | Law firm need to prepare a respond. Difficult level (office action by 9/1/21) | 90229777 | Legal Force |
| 13 | 06/25/20 | | Revival Fitness | 28 | USA | | 06/25/20 | | | Legal Force |
| 14 | 06/25/20 | | | 28 | USA | | | | | Legal Force |