

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iFIT Inc.		09/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Icon Preferred Holdings, L.P.		
Street Address:	667 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Limited Partnership: DELAWARE		
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:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Jenna Marie Tracy, Esq.		
Address Line 1:	c/o Lowenstein Sandler, LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	29239.59		
NAME OF SUBMITTER:	Jenna Marie Tracy, Esq.		
SIGNATURE:	/Jenna-Marie Tracy/		
DATE SIGNED:	09/19/2022		
Total Attachments: 17			

CH \$90.00 6725333

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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 Icon Preferred Holdings, L.P., as holder under the Promissory Note referred to below (the "Holder").

Reference is made to that certain Secured Promissory Note, dated as of February 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Promissory Note"), by and between iFIT Health & Fitness Inc., a Delaware corporation ("Issuer") and the Holder.

WHEREAS, as a condition precedent to the Holder making any loans or otherwise extending credit to the Issuer under the Promissory Note, Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of February 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Issuer and Grantor, among others, in favor of the Holder.

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Holder, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of Grantor, and has agreed as a condition thereof to execute this Agreement for recording with 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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consistent with the requirements set forth in Section 6.01 of the Promissory Note 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 Promissory Note or Security Agreement, as applicable.

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 Holder, 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. (i) all of Grantor's right, title and interest in, to and under the trademarks, trademark registrations and pending trademark applications for registration in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom (the "Marks") set forth on Schedule I attached hereto, (ii) the goodwill connected with the use of, and symbolized by, the Marks, (iii) rights and privileges arising under applicable Law with respect to Grantor's use of any of the foregoing, (iv) extensions and renewals thereof, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements, dilution or violation thereof, (vi) rights corresponding thereto throughout the world, (vii) rights to sue for past, present and future infringements, dilution or violation thereof, and (viii) all proceeds and products of the foregoing;
- B. (i) all of the Grantor's right, title and interest in, to and under the patents and pending patent applications in the United States Patent and Trademark Office, the Canadian Intellectual

Property Office, IP Australia and the Intellectual Property Office of the United Kingdom (the “Patents”) set forth on Schedule II attached hereto, (ii) rights and privileges arising under applicable Law with respect to the Grantor’s use of any of the foregoing, (iii) inventions, discoveries, designs and improvements described or claimed therein, (iv) reissues, divisions, continuations, extensions and continuations-in-part thereof, (v) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) rights corresponding thereto throughout the world, (vii) all rights to sue for past, present or future infringements thereof, and (viii) all proceeds and products of the foregoing; and

- C. (i) all of the Grantor’s right, title and interest in, to and under the copyrights, copyright registrations and pending applications for registration in the United States Copyright Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom (the “Copyrights”) set forth on Schedule III attached hereto, (ii) all rights and privileges arising under applicable Law with respect to the Grantor’s use of such Copyrights, (iii) renewals, supplements and extensions thereof, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) the goodwill of the businesses with which the Copyrights are associated, (vii) all causes of action and rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Copyrights or unfair competition regarding the same, and (viii) all proceeds and products 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 Holder herein are granted in furtherance, and not in limitation of, the security interests granted to the Holder pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Holder 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 ESIGN 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, to the extent and as provided for in any applicable law, including the US federal ESIGN Act of 2000, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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.

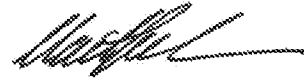
By: 
Name: Everett Smith
Title: Secretary

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PAMPLONA -- FOURTH LIEN)

TRADEMARK
REEL: 007853 FRAME: 0237

ICON PREFERRED HOLDINGS, L.P., as Holder

By: Icon Preferred Holdings GP, Inc.,
Its General Partner

By: 

Name: Martin Schwab
Title: Authorized Signatory

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PAMPLONA – FOURTH LIEN)

TRADEMARK
REEL: 007853 FRAME: 0238

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.