

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GYM LAUNCH SECRETS LLC		12/15/2022	Limited Liability Company: TEXAS
GLS LABS LLC		12/15/2022	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	CAPITAL SOUTHWEST CORPORATION
<b>Street Address:</b>	8333 Douglas Ave
<b>Internal Address:</b>	Suite 1100
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75225
<b>Entity Type:</b>	Corporation: TEXAS

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	5548699	GYM LAUNCH SECRETS
<b>Registration Number:</b>	5515791	GYM LAUNCH
<b>Registration Number:</b>	5558923	GYM LEGACY
<b>Registration Number:</b>	5563740	GYM LORDS
<b>Registration Number:</b>	6834165	GYM LORDS STANDARD BARBELL 20.4 KGS 45 L
<b>Serial Number:</b>	88468842	GYM LAUNCH HYBRID
<b>Registration Number:</b>	5542734	PRESTIGE LABS
<b>Registration Number:</b>	5749768	PRESTIGE LABS
<b>Registration Number:</b>	6062160	PRESTIGE LABS
<b>Registration Number:</b>	6011856	
<b>Registration Number:</b>	6201518	DONE FOR YOU MEALS

## CORRESPONDENCE DATA

Fax Number:

*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: 2136201780

TRADEMARK

**Email:** rbugarin@sheppardmullin.com  
**Correspondent Name:** Rosa Bugarin - Sheppard Mullin Richter  
**Address Line 1:** 333 South Hope Street  
**Address Line 2:** 43rd Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**NAME OF SUBMITTER:** Rosa Bugarin

**SIGNATURE:** /Rosa Bugarin/

**DATE SIGNED:** 12/15/2022

**Total Attachments: 8**

source=[Gains] Intellectual Property Security Agreement#page1.tif  
source=[Gains] Intellectual Property Security Agreement#page2.tif  
source=[Gains] Intellectual Property Security Agreement#page3.tif  
source=[Gains] Intellectual Property Security Agreement#page4.tif  
source=[Gains] Intellectual Property Security Agreement#page5.tif  
source=[Gains] Intellectual Property Security Agreement#page6.tif  
source=[Gains] Intellectual Property Security Agreement#page7.tif  
source=[Gains] Intellectual Property Security Agreement#page8.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of December 15, 2022, is made by GYM LAUNCH SECRETS LLC, a Texas limited liability company and GLS LABS LLC, a Texas limited liability company (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”), in favor of CAPITAL SOUTHWEST CORPORATION, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other Secured Parties.

**RECITALS**

WHEREAS, Grantors have entered into that certain Credit Agreement, dated as of December 15, 2022, with the Administrative Agent, the lenders from time to time party thereto (collectively, the “Lenders”; and together with the Administrative Agent, collectively, the “Secured Parties”), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, under the terms of the Pledge and Security Agreement, dated as of December 15, 2022 (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Security Agreement”), by and among the Grantors, the other Loan Parties from time to time party thereto and the Administrative Agent, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

SECTION 1. **Definitions**. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, or if not therein, in the UCC. The following terms have the meanings set forth below:

“Administrative Agent” has the meaning provided in the preamble hereof.

“Agreement” has the meaning provided in the preamble hereof.

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, and (ii) all renewals thereof.

“Credit Agreement” has the meaning provided in the recitals hereto.

“Grantor” or “Grantors” have the meanings provided in the preamble hereof.

“Lenders” has the meaning provided in the recitals hereto.

“Patents” means (i) all letters patent of the United States, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Secured Parties” has the meaning provided in the recitals hereto.

“Security Agreement” has the meaning provided in the recitals hereto.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar Law of the United States.

SECTION 2. **Grant of Security**. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for itself and the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office; *provided* that, notwithstanding anything to the contrary or in any other Loan Document,

no Grantor shall (nor shall the Administrative Agent) be required to make any filings or take any other action in order to create or perfect a security interest or Lien in the Collateral in any jurisdiction other than in the United States or any of its states or the District of Columbia, as the case may be.

SECTION 3. **Recordation**. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

SECTION 4. **Execution in Counterparts; Electronic Execution**. This 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 of this Agreement by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement and shall be fully admissible in any enforcement proceedings regarding this Agreement. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act. The parties hereto hereby consent to the use of electronic signatures and records in connection with this Agreement.

SECTION 5. **Grants, Rights and Remedies**. This Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the Credit Agreement shall control.

SECTION 6. **Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial**. THE TERMS OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE AND WAIVER OF JURY TRIAL (AND WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

*[Remainder of page intentionally left blank]*

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

**GRANTORS:**

**GYM LAUNCH SECRETS LLC,**  
a Texas limited liability company

By:   
Name: Patrick Owen  
Title: Chief Executive Officer

**GLS LABS LLC,**  
a Texas limited liability company

By:   
Name: Patrick Owen  
Title: Chief Executive Officer

*(Signature Page to Intellectual Property Security Agreement)*

SCHEDULE A  
TO  
IP SECURITY AGREEMENT

PATENTS

None.



(Schedule A to Intellectual Property Security Agreement)

SMRH:4858-4058-0418

**TRADEMARK**  
**REEL: 007922 FRAME: 0128**

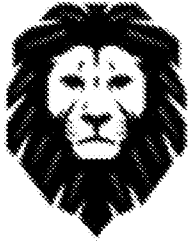

SCHEDULE B  
TO  
IP SECURITY AGREEMENT

TRADEMARKS

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
GYM LAUNCH SECRETS	87/567878	8/14/17	5548699	8/28/18	Registered	GYM LAUNCH SECRETS LLC
GYM LAUNCH	87/568006	8/14/17	5515791	7/10/18	Registered	GYM LAUNCH SECRETS LLC
GYM LEGACY	87/568083	8/14/17	5558923	9/11/18	Registered	GYM LAUNCH SECRETS LLC
GYM LORDS	87/570162	8/15/17	5563740	9/18/18	Registered	GYM LAUNCH SECRETS LLC
 GYM LORDS	88/107172	9/6/18	6834165	8/30/22	Registered	GYM LAUNCH SECRETS LLC
GYM LAUNCH HYBRID	88/468842	6/11/19	N/A	N/A	Pending	GYM LAUNCH SECRETS LLC
PRESTIGE LABS	87/688976	11/17/17	5542734	8/14/18	Registered	GLS LABS LLC
 PRESTIGE LABS	88/107096	9/6/18	5749768	5/14/19	Registered	GLS LABS LLC
PRESTIGE LABS	88/449588	5/28/19	6062160	5/26/20	Registered	GLS LABS LLC

(Schedule B to Intellectual Property Security Agreement)



<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
	88/449593	5/28/19	6011856	3/17/20	Registered	GLS LABS LLC
	88/534414	7/24/19	6201518	11/17/20	Registered	GLS LABS LLC

(Schedule B to Intellectual Property Security Agreement)

SCHEDULE C  
TO  
IP SECURITY AGREEMENT

COPYRIGHTS

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
Gym Launch Secrets Business Materials 2017	TX0008733596	2/8/19	Gym Launch Secrets, LLC
Gym Launch Secrets Moustache Logo	VA0002145888	9/5/18	Gym Launch Secrets, LLC
Gym Launch Secrets Recipe Books 2017	TX0008770490	5/10/19	Gym Launch Secrets, LLC
Gym Launch Secrets Recipe Books 2017	TX0008714094	2/8/19	Gym Launch Secrets, LLC
Prestige Labs Logo	VA0002145868	9/5/18	GLS Labs, LLC

(Schedule C to Intellectual Property Security Agreement)

SMRH:4858-4058-0418

**RECORDED: 12/15/2022**

**TRADEMARK  
REEL: 007922 FRAME: 0131**