

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyperice IP SubCo, LLC		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACP Post Oak Credit I LLC		
Street Address:	777 Post Oak Blvd		
Internal Address:	Suite 430		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 67			
Property Type	Number	Word Mark	
Registration Number:	6229107	CRAZY POWERFUL. STILL QUIET.	
Serial Number:	90822368	DO WHAT YOU LOVE. MORE	
Registration Number:	4945852	FRESH LEGS FASTER	
Serial Number:	90687907	H	
Serial Number:	90787376	H HYPERICE	
Serial Number:	90822380	HEALTHY MIND HEALTHY BODY	
Serial Number:	97359298	HEAT WAVE TECHNOLOGY	
Serial Number:	88826553	HYPER	
Serial Number:	97432519	HYPERBOOT	
Serial Number:	90072102	HYPERBOX	
Registration Number:	6258437	HYPERCARE	
Serial Number:	88853858	HYPERFLUX	
Serial Number:	90138153	HYPERGUIDE	
Serial Number:	90642577	HYPERHEAT	
Registration Number:	4007601	HYPERICE	
Registration Number:	4981957	HYPERICE	
Registration Number:	5346456	HYPERICE	
Registration Number:	5490090	HYPERICE	

OP \$1690.00 6229107

Property Type	Number	Word Mark
Registration Number:	6084862	HYPERICE
Serial Number:	90203875	HYPERICE
Registration Number:	5489979	HYPERICE
Serial Number:	90661699	HYPERICE HOME
Serial Number:	88871266	HYPERICE HUMAN HEALTH
Serial Number:	90689835	HYPERICE LAB
Serial Number:	88895396	HYPERICE LONGEVITY INDEX
Registration Number:	6479590	HYPERICE PRESSURE SENSOR TECHNOLOGY
Serial Number:	90089872	HYPERICE THE WORLD'S RECOVERY BRAND
Registration Number:	6591956	HYPERICE X
Serial Number:	90661672	HYPERPULSE
Serial Number:	90733178	HYPERSENSE
Serial Number:	88853846	HYPERSMART
Registration Number:	6429756	HYPERSMART
Serial Number:	88905027	HYPERSMART PERCUSSION TECHNOLOGY
Serial Number:	90461759	HYPERSMART PLUS
Serial Number:	88905081	HYPERSMART PNEUMATIC COMPRESSION TECHNOL
Serial Number:	90461770	HYPERSMART PRO
Serial Number:	88905019	HYPERSMART THERMAL TECHNOLOGY
Serial Number:	88905039	HYPERSMART VIBRATION TECHNOLOGY
Serial Number:	90683708	HYPERSOFT
Registration Number:	5231318	HYPERSOOTHE
Registration Number:	5100485	HYPERSPHERE
Serial Number:	97359069	HYPERSYNC
Serial Number:	90438979	HYPERTANK
Registration Number:	5506432	HYPERTOONS
Registration Number:	5498668	HYPERVOLT
Registration Number:	6084864	HYPERVOLT
Registration Number:	6144729	
Registration Number:	6167853	HYPERVOLT PLUS
Serial Number:	90169074	HYPERVOTE
Serial Number:	90822374	MIND TECHNOLOGY
Registration Number:	4317152	NORMATEC
Registration Number:	6885392	NORMATEC GO
Registration Number:	5885460	QUIET GLIDE
Registration Number:	5285499	RAPTOR
Registration Number:	6686526	THE HYPERICE LAB
Registration Number:	6623007	UNLOCK YOUR BODY

Property Type	Number	Word Mark
Registration Number:	5100331	V V
Registration Number:	5492980	V V
Registration Number:	5313106	VENOM
Serial Number:	90371957	VENOM GO
Serial Number:	90661663	VENOM GO
Registration Number:	4813719	VYPER
Registration Number:	6609780	VYPER GO
Serial Number:	90639300	WELLNESS IN THE SKY
Serial Number:	90711795	ZONEBOOST
Registration Number:	6277494	RECOVERX
Registration Number:	6296931	HYPERVOLT GO

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: 2149536500
 Email: daltmdept@bakerbotts.com
 Correspondent Name: Kathryn Hoo
 Address Line 1: 2001 Ross Ave
 Address Line 2: Suite 900
 Address Line 4: Dallas, TEXAS 75201-2900

ATTORNEY DOCKET NUMBER:	092132.0103
NAME OF SUBMITTER:	Kathryn Hoo
SIGNATURE:	/Kathryn Hoo/
DATE SIGNED:	01/04/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2022, is made by Hyperice IP SubCo, LLC, a Delaware limited liability company (the "Grantor") in favor of ACP Post Oak Credit I LLC, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

Recitals

The Collateral Agent, Hyper Ice, Inc. and the Lenders from time to time party thereto have entered into a Senior Secured Term Loan Credit Agreement, dated as of December 30, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Pursuant to the Credit Agreement and as a condition to the extension of credit by the Lenders under the Credit Agreement, the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of December 30, 2022 (the "Collateral Agreement"), in favor of the Collateral Agent for the ratable benefit of the Secured Parties.

The Grantor solely and exclusively owns the trademarks and trademark applications listed on Schedule A attached hereto (the "Trademarks"), which Trademarks have been issued by or are pending applications in the United States Patent and Trademark Office.

This Agreement has been executed in conjunction with the security interest granted under the Collateral Agreement to the Collateral Agent for the ratable benefit of the Secured Parties. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. Unless otherwise indicated, all capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

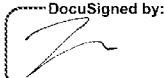
2. The Security Interest. The Grantor hereby pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests and whether now existing or hereafter coming into existence: (1) any and all trademarks and trademark applications, including the Trademarks (except any "intent to use" trademark applications pending under Section 1(b) of the Trademark Act for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed)); (2) all renewals and extensions thereof; (3) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (4) all rights to sue for past, present and future infringements thereof; (5) all goodwill of the business associated with the foregoing; (6) all rights corresponding to any of the foregoing throughout the world; and (7) all Proceeds of the foregoing.

3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND
CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

Hyperice IP SubCo, LLC,
a Delaware limited liability company

By:  _____
Name: James Huether
Title: Chief Executive Officer

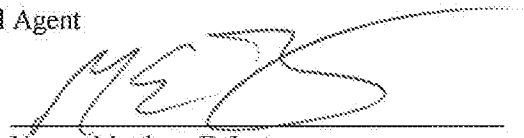
[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed:

ACP POST OAK CREDIT I LLC

as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'M. Laterza', written over a horizontal line.

Name: Matthew E. Laterza

Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007938 FRAME: 0222

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Date Registered</u>
CRAZY POWERFUL. STILL QUIET.	88519699	7/17/2019	6229107	12/22/2020
DO WHAT YOU LOVE. MORE	90822368	7/12/2021		
FRESH LEGS FASTER	86756371	9/14/2015	4945852	4/26/2016
H (Stylized/Design)	90687907	5/3/2021		
H HYPERICE (Stylized/Design)	90787376	6/22/2021		
HEALTHY MIND HEALTHY BODY	90822380	7/12/2021		
Heat Wave Technology	97359298	4/12/2022		
HYPER	88826553	3/9/2020		
HYPERBOOT	97432519	5/27/2022		
HYPERBOX	90072102	7/24/2020		
HYPERCARE	88460000	6/5/2019	6258437	1/26/2021
HYPERFLUX	88853858	3/31/2020		
HyperGuide	90138153	8/26/2020		
HYPERHEAT	90642577	4/13/2021		
HYPERICE	85146782	10/6/2010	4007601	8/2/2011
HYPERICE	86745857	9/2/2015	4981957	6/21/2016
HYPERICE	87523876	7/11/2017	5346456	11/28/2017
HYPERICE	87541587	7/25/2017	5490090	6/12/2018
HYPERICE	88702559	11/22/2019	6084862	6/23/2020
HYPERICE	90203875	9/23/2020		
HYPERICE (Stylized/Design)	87512959	6/30/2017	5489979	6/12/2018
HYPERICE HOME	90661699	4/21/2021		
HYPERICE HUMAN HEALTH	88871266	4/14/2020		
HYPERICE LAB	90689835	5/4/2021		
Hyperice Longevity Index	88895396	4/30/2020		
HYPERICE PRESSURE SENSOR TECHNOLOGY	88576245	8/13/2019	6479590	9/7/2021
HYPERICE THE WORLD'S RECOVERY BRAND	90089872	8/3/2020		
HYPERICE X	90371928	12/10/2020	6591956	12/14/2021
HYPERPULSE	90661672	4/21/2021		

HYPERSENSE	90733178	5/25/2021		
HYPERSMART	88853846	3/31/2020		
HYPERSMART	88982014	3/31/2020	6429756	7/20/2021
HyperSmart Percussion Technology	88905027	5/7/2020		
HYPERSMART PLUS	90461759	1/12/2021		
Hypersmart Pneumatic Compression Technology	88905081	5/7/2020		
HYPERSMART PRO	90461770	1/12/2021		
Hypersmart Thermal Technology	88905019	5/7/2020		
Hypersmart Vibration Technology	88905039	5/7/2020		
HYPERSOFT	90683708	4/30/2021		
HYPERSOOTHE	87150939	8/25/2016	5231318	6/27/2017
HYPERSPHERE	87093177	7/5/2016	5100485	12/13/2016
HyperSync	97359069	4/12/2022		
HYPERTANK	90438979	12/31/2020		
HYPERTOONS	87529002	7/14/2017	5506432	7/3/2018
HYPERVOLT	87243201	11/21/2016	5498668	6/19/2018
HYPERVOLT	88702569	11/22/2019	6084864	6/23/2020
Hypervolt Configuration (Design Only)	88357560	3/26/2019	88357560	9/8/2020
Hypervolt Go	88904137	5/6/2020	6296931	3/16/2021
Hypervolt Plus	88813780	2/27/2020	6167853	10/6/2020
Hypervote	90169074	9/9/2020		
MIND TECHNOLOGY	90822374	7/12/2021		
NORMATEC	85710868	8/23/2012	4317152	4/9/2013
Normatec Go	90086333	7/31/2020	6885392	10/25/2022
QUIET GLIDE	88411732	5/1/2019	5885460	10/15/2019
RAPTOR	87343142	2/21/2017	5285499	9/12/2017
THE HYPERICE LAB	90690121	5/4/2021	6686526	3/29/2022
U.S. Customs: HYPERICE	060030N150008	5/10/2019	TMK 19-00568	5/13/2019
U.S. Customs: HYPERVOLT	060030N150003	5/9/2019	TMK 19-00563	5/10/2019
U.S. Customs: V (Stylized/Design)	060030N150442	7/19/2019	TMK 19-00777	7/19/2019
UNLOCK YOUR BODY	88527163	7/22/2019	6623007	1/18/2022
V (Design)	87025068	5/4/2016	5100331	12/13/2016
V (Design)	87218007	10/27/2016	5492980	6/12/2018
VENOM	87148194	8/23/2016	5313106	10/17/2017
VENOM GO	90371957	12/10/2020		

VENOM GO	90661663	4/21/2021		
VYPER	86186881	2/6/2014	4813719	9/15/2015
VYPER GO	90371940	12/10/2020	6609780	1/4/2022
WELLNESS IN THE SKY	90639300	4/12/2021		
ZoneBoost	90711795	5/14/2021		
RECOVERX	90063063	7/20/2020	6277494	2/23/2021