

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778003

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACQUILINE AGENT SERVICES LLC		01/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IN-SHAPE SOLUTIONS, LLC		
<b>Street Address:</b>	2800 W MARCH LN STE 220		
<b>City:</b>	STOCKTON		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95219		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5575819	360FIT	
<b>Registration Number:</b>	5653203	360FIT	
<b>Registration Number:</b>	4778649	YOGASHAPE	
<b>Registration Number:</b>	4032957	FITSTART	
<b>Registration Number:</b>	2105607	IN SHAPE	
<b>Registration Number:</b>	1814118	IN SHAPE CITY	
<b>Registration Number:</b>	5726808	29-MINUTE CIRCUIT	
<b>Registration Number:</b>	5702401	IS IN-SHAPE	
<b>Registration Number:</b>	6236646	MOVE7	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	858-509-4071		
<b>Email:</b>	sdipdocket@pillsburylaw.com		
<b>Correspondent Name:</b>	Michelle L. Mehok		
<b>Address Line 1:</b>	11682 El Camino Real, Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>NAME OF SUBMITTER:</b>	Michelle L. Mehok		

CH \$240.00 5575819

<b>SIGNATURE:</b>	/michelle mehok/
<b>DATE SIGNED:</b>	01/03/2023
<b>Total Attachments: 4</b> source=Project Redwood - Termination and Release (Trademarks) (Executed)#page1.tif source=Project Redwood - Termination and Release (Trademarks) (Executed)#page2.tif source=Project Redwood - Termination and Release (Trademarks) (Executed)#page3.tif source=Project Redwood - Termination and Release (Trademarks) (Executed)#page4.tif	

## TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “*Release*”) is conveyed as of January 3, 2023, by AQUILINE AGENT SERVICES LLC, as administrative agent and collateral agent (in such capacities, the “*Agent*”), a Delaware limited liability company, with an address of 535 Madison Ave Floor 24/25, New York, New York 10022, for itself and the Lenders (as defined in the Security and Pledge Agreement referred to below) in favor of IN-SHAPE SOLUTIONS, LLC, (the “*Obligor*”) a Delaware limited liability company, with an address at 2800 W. March Ln. Ste 220, Stockton, California 95219.

WHEREAS, reference is made to that certain Security and Pledge Agreement dated as of February 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), by and among the Obligor, the other Obligors party thereto, and the Lenders set forth therein, and the Agent;

WHEREAS, pursuant to the terms of the Security Agreement, the Obligor granted to the Agent, for the benefit of itself and for the Lenders, a security interest in, among other property, certain intellectual property of the Obligor, and executed and delivered to the Agent a Notice of Grant of Security Interest in Trademarks dated February 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “*Office*”) on March 1, 2021 at Reel/Frame No. 007206/0276;

WHEREAS, pursuant to and in conjunction with the Security Agreement and Trademark Security Agreement, the Obligor granted the Agent, for the benefit of Lenders, a security interest in all of the Obligor’s right, title and interest in and to the trademarks and trademark applications identified on Schedule A attached hereto (the “*Released Trademarks*”), and pledged and mortgaged (but did not transfer title to) such Released Trademarks to the Agent; and

WHEREAS, the Agent, on behalf of the Lenders, acknowledges and agrees that the Security Agreement has been terminated or expired and has agreed to terminate, cancel, discharge and release all of its rights in the Released Trademarks secured by the Security Agreement and the Trademark Security Agreement, including, without limitation, reconveyance of any and all of the rights and interests of the Agent that were pledged and mortgaged (but without the transfer of title) in and to the Released Trademarks to the Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledged, and intending to be legally bound, and pursuant to the terms and conditions set forth in this Release, the Agent hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and Trademark Security Agreement.

SECTION 2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS. Effective as of the date set forth above, the Agent on behalf of the Lenders, hereby terminates and releases in its entirety all security interests in the Released

Trademarks, including the lien and security interest, granted pursuant to the Trademark Security Agreement, and the Agent hereby assigns, reconveys and transfers to the Obligor, without any representation, warranty, or recourse whatsoever, the Agent's entire right, title, claim and interest in and to the Released Trademarks.

SECTION 3. RECORDATION. The Agent, on behalf of the Lenders, hereby authorizes and requests the Commissioner for Trademarks and any other government officials of the United States to record this Release, as applicable.

SECTION 4. FURTHER ASSURANCE. The Agent hereby agrees to, at the sole expense of the Obligor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonable necessary to effect the release of the lien and security interest in the Released Trademarks contemplated hereby.

SECTION 5. MODIFICATION. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

SECTION 6. EXECUTION. Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file or DocuSign) shall be effective as delivery of an original signature.

SECTION 7. GOVERNING LAW. THIS RELEASE SHALL BE SUBJECT TO PROVISIONS REGARDING CHOICE OF LAW AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*(Signature follows on next page)*

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized office as of the date first written above.

AQUILINE AGENT SERVICES, as Agent

By:  \_\_\_\_\_  
DocuSigned by:  
09E139F795B0410...

Name: Geoffrey O. Kalish

Title: Authorized Representative

Schedule A

U.S. TRADEMARKS

Trademark Registrations

Mark	Reg. No.	Reg. Date
360FIT and Design (vertical design)	5575819	10/02/18
360FIT and Design (horizontal design)	5653203	01//15/19
YOGASHAPE	4778649	07/21/15
FITSTART	4032957	10/04/11
IN SHAPE	2105607	10/14/97
IN SHAPE CITY (Stylized)	1814118	12/28/93
29-MINUTE CIRCUIT	5726808	04/16/19
IS IN-SHAPE and Design	5702401	03/19/19
MOVE7	6236646	01/05/21

Trademark Applications

None.