

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tonal Systems, Inc.		04/10/2023	Corporation:
RECEIVING PARTY DATA			
Name:	The Federal Deposit Insurance Corporation, in its Capacity as Receiver for Signature Bridge Bank, N.A.		
Street Address:	565 Fifth Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6487513	TONAL	
Registration Number:	6487512	TONAL	
Registration Number:	6066082	TONAL	
Registration Number:	5921693	BE YOUR STRONGEST	
Registration Number:	5852840	TONAL	
Registration Number:	5852089	TONAL	
Serial Number:	88895759	TONAL	
Serial Number:	88895739	TONAL	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	919-838-2048		
Email:	anliles@smithlaw.com		
Correspondent Name:	Allison Liles		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Allison Liles		
SIGNATURE:	/s/ Allison Liles		

CH \$215.00 6487513

DATE SIGNED:	04/11/2023
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 10, 2023 by and between THE FEDERAL DEPOSIT INSURANCE CORPORATION (the "FDIC"), in its capacity as Receiver for SIGNATURE BRIDGE BANK, N.A. (the "Receiver"), as collateral agent (together with its successors in such capacity, "Agent") and TONAL SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Signature Bank, N.A. (the "Predecessor Failed Institution"), in its capacities as administrative agent, collateral agent, payment agent, and lead arranger and as a Lender, and HSBC Ventures USA Inc. are the original parties to that certain Loan and Security Agreement dated as of September 16, 2021 (the "Original Loan Agreement"), as amended by that certain First Amendment to Loan and Security Agreement dated as of January 25, 2022, that certain Second Amendment to Loan and Security Agreement dated as of February 8, 2022, and that certain Third Amendment to Loan and Security Agreement dated as of September 12, 2022. The Original Loan Agreement, as so amended, is referred to herein as the "Prior Loan Agreement". The Prior Loan Agreement, as amended from time to time, including by that certain Fourth Amendment and Joinder to Loan and Security Agreement dated on or about the date of this Agreement, is referred to herein as the "Loan Agreement". Capitalized terms used but not defined herein are used as defined in the Loan Agreement.

B. On March 12, 2023, the Predecessor Failed Institution was closed by the Office of the Comptroller of the Currency, and the FDIC was appointed as receiver of the Predecessor Failed Institution. Signature Bridge Bank, N.A. (the "Failed Institution") assumed the assets and liabilities of the Predecessor Failed Institution, including (among other things) all rights and obligations of the Predecessor Failed Institution as administrative agent, collateral agent, payment agent, and lead arranger and as a Lender pursuant to the Prior Loan Agreement.

C. On March 20, 2023, the Failed Institution was closed by the Office of the Comptroller of the Currency, and the FDIC was appointed as receiver of the Failed Institution. The Receiver now holds certain assets and liabilities of the Failed Institution, including (among other things) all rights and obligations of the Failed Institution (as successor to the Predecessor Failed Institution) as administrative agent, collateral agent, payment agent, and lead arranger and as a Lender pursuant to the Prior Loan Agreement.

D. As a result of the failures of the Predecessor Failed Institution and the Failed Institution and the appointment of the FDIC as receiver for the Failed Institution, the Receiver now has succeeded to all rights and obligations of both the Predecessor Failed Institution and the Failed Institution as administrative agent, collateral agent, payment agent, and lead arranger and as a Lender pursuant to the Prior Loan Agreement.

E. The Receiver, in its capacity as a Lender, and HSBC Ventures USA Inc. (together with each other lender party to the Loan Agreement from time to time, the "Lenders") have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. The Lenders are willing to make and to continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor grants to Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

F. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein, in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property that Grantor obtains after the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

The terms of Article 11 (Governing Law), Article 12 (Jurisdiction and Jury Trial Waiver), Section 13.2 (Indemnification), and Section 13.6 (Counterparts/Acceptance) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

All parties to this Agreement, including specifically (without limitation) Grantor, acknowledge and agree that the Receiver now acts as administrative agent, collateral agent, payment agent, and lead arranger and as a Lender pursuant to the Prior Loan Agreement, all as successor in interest to the Predecessor Failed Institution and the Failed Institution.

[Signature Page Follows]

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

Address of Grantor:

617 Bryant St.
San Francisco, CA 94107
Attn: Ken Frost, CFO

GRANTOR:

TONAL SYSTEMS, INC.

By: _____

Name: Aly Orady

Title: Chief Executive Officer

Address of Agent:

The Federal Deposit Insurance Corporation, in its
capacity as Receiver for Signature Bridge Bank, N.A.
Venture Banking Group
565 Fifth Avenue, 8th Floor
New York, New York 10017
Attn: Legal Department

AGENT:

THE FEDERAL DEPOSIT INSURANCE
CORPORATION, IN ITS CAPACITY AS RECEIVER
FOR SIGNATURE BRIDGE BANK, N.A.

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

Address of Grantor:

617 Bryant St.
San Francisco, CA 94107
Attn: Ken Frost, Andrea Soria

GRANTOR:

TONAL SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Address of Agent:

The Federal Deposit Insurance Corporation, in its
capacity as Receiver for Signature Bridge Bank, N.A.
Venture Banking Group
565 Fifth Avenue, 8th Floor
New York, New York 10017
Attn: Legal Department

AGENT:

THE FEDERAL DEPOSIT INSURANCE
CORPORATION, IN ITS CAPACITY AS RECEIVER
FOR SIGNATURE BRIDGE BANK, N.A.

By:  _____

Name: Deborah D. Gross

Title: ATTORNEY IN FACT

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
Exercise Machine Suggested Weights	11,596,837	3/7/2023
Smarter User Handles for Exercise Machine	11,577,126	2/14/2023
Exercise Machine Connector	11,554,287	1/17/2023
Exercise Machine	D975,804	1/17/2023
Versatile Bench and Smart Seat for an Exercise Appliance	11,541,264	1/3/2023
Exercise Machine Safety Enhancements	11,524,219	12/13/2022
Power Management in Exercise Machine	11,511,159	11/29/2022
Ring Actuator	11,465,015	10/11/2022
Digital Strength Training	11,465,006	10/11/2022
Filtering Control Signals	11,458,367	10/4/2022
Haptic Feedback	11,458,366	10/4/2022
Timeline and Media Controller for Exercise Machine	11,406,873	8/9/2022
Racking and Unracking Exercise Machine	11,406,861	8/9/2022
Racking and Unracking Exercise Machine	11,426,618	8/30/2022
Smarter User Handles for Exercise Machine	11,389,699	7/19/2022
Exercise Machine Enhancements	11,285,355	3/29/2022
Collaborative Exercise	11,154,752	10/26/2021
Exercise Machine	D921,132	6/1/2021
Control Sequence Based Exercise Machine Controller	11,000,735	5/11/2021
Exercise Machine Emergency Motor Stop	10,987,565	4/27/2021
Exercise Machine Connector	10,960,258	3/30/2021
Exercise Machine	D912,168	3/2/2021
Repositioning Point of Actuation for an Exercise Appliance	10,918,899	2/16/2021
Strength Calibration	10,874,905	12/29/2020
Power Management in Exercise Machine	10,792,539	10/6/2020
Digital Strength Training	10,661,112	5/26/2020
Digital Strength Training	11,285,351	3/29/2022
Digital Strength Training	11,389,687	7/19/2022
Exercise Machine Differential	10,617,903	4/14/2020
Exercise Machine with Lockable Translatable Mount	11,484,744	11/1/2022
Exercise Machine Safety Enhancements	10,589,163	3/17/2020
Exercise Machine Enhancements	10,486,015	11/26/2019
Exercise Machine Enhancements	11,110,317	9/7/2021
Exercise Machine with Pancake Motor	10,335,626	7/2/2019
Exercise Machine with Pancake Motor	10,881,890	1/5/2021
Exercise Machine with Pancake Motor	11,077,330	8/3/2021
Exercise Machine with Pancake Motor	11,123,592	9/21/2021
Exercise Machine with Pancake Motor	11,219,794	1/11/2022
Exercise Machine with Pancake Motor	11,324,983	5/10/2022

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
TONAL	6487513	9/14/2021
TONAL	6487512	9/14/2021
TONAL	6066082	5/26/2020
BE YOUR STRONGEST	5921693	11/26/2019
TONAL	5852840	9/3/2019
TONAL	5852089	9/3/2019
TONAL	88895759	4/30/2020
TONAL	88895739	4/30/2020