

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icon Preferred Holdings, L.P		11/17/2023	Limited Partnership:
RECEIVING PARTY DATA			
Name:	iFit Inc.		
Street Address:	1500 South 1000 West		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6399166	SWEAT	
Registration Number:	6337531	PWR	
Registration Number:	5464220	SWEAT	
Serial Number:	97118386	SWEAT	
Serial Number:	97158019	SWEAT MADE	
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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Jenna Marie Tracy, Esq.		
Address Line 1:	c/o Lowenstein Sandler LLP		
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:	11/22/2023		
Total Attachments: 7			

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “*Release*”) is made as of November 17, 2023, by and between iFIT Inc., a Delaware corporation (the “*Grantor*”) and Icon Preferred Holdings, L.P., a Delaware limited partnership, as holder under the Promissory Note (as defined below) (in such capacity, together with its successors and registered assigns, the “*Holder*”).

WHEREAS, reference is made to (i) that certain Secured Amended & Restated Promissory Note, dated as of February 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Promissory Note*”), by and between iFIT Health & Fitness Inc, a Delaware corporation (the “*Issuer*”) and the Holder, (ii) that certain Pledge and Security Agreement, dated as of February 24, 2022, by and among, *inter alios*, the Grantor, the Issuer and the Holder (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Security Agreement*”) and (iii) that certain Intellectual Property Security Agreement, dated as of February 24, 2022 and recorded with the United States Patent and Trademark Office (the “*USPTO*”) on April 28, 2022 at Reel/Frame 7780/0023, by the Grantor and Icon IP, Inc., a Delaware corporation, in favor of the Holder (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*IP Security Agreement*”; and together with the Promissory Note and the Security Agreement, and any other security agreement between the Grantor and the Administrative Agent that relates to the Released Intellectual Property, other than the Specific Security Agreement (IP) dated 24 February 2022 between the Grantor and the Holder, as it relates to the Australian registered Trademarks and the Trademark applications listed in Exhibit A hereto, the “*Agreements*”);

WHEREAS, pursuant to the Promissory Note and the Security Agreement, the Grantor executed the IP Security Agreement and granted to the Holder, for the benefit of itself and the Secured Parties, a security interest in all of its right, title and interest in, to and under its registered Trademarks and Trademark applications listed on Exhibit A hereto (collectively hereinafter referred to as the “*Released Intellectual Property*”) and pledged and mortgaged (but did not transfer title to) the Released Intellectual Property to the Holder; and

WHEREAS, the Grantor has requested that the Holder release all right, title and interest in and to the Released Intellectual Property under the Agreements and the Holder has agreed to provide such release.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

1. **Definitions.** All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Agreements, as applicable.
2. **Release.** The Holder, without representation, warranty or recourse of any kind express or otherwise, at the sole cost and expense of the Grantor, hereby releases, discharges, terminates, relinquishes and cancels any and all liens and security interest it has in, to and under the Released Intellectual Property under the Agreements, and the Holder hereby assigns, conveys and transfers to the Grantor, without any representation, warranty, or recourse whatsoever, the Holder’s entire right, title, and interest it has in, to and under the Released Intellectual Property, effective as of the date set forth above.

3. Further Assurances. The Holder agrees to take (and hereby authorizes the Grantor (and its designees) to take) all further actions (including, without limitation, to register a financing change statement which amends any financing statement registered on the register established under the *Australian Personal Property Securities Act 2009* (Cth) with respect to the Released Intellectual Property to reflect the release of the security interests under this Release) and authorizes the Grantor and its successors, assigns or other legal representatives to make filings with the USPTO and other necessary filings and hereby agrees to take any other such further actions including, without limitation, the execution and delivery of all documents or other instruments reasonably requested by the Grantor, in each case at the Grantor's sole cost and expense, necessary to more fully and effectively effectuate the purposes of this Release.
4. Reaffirmation. Except as specifically noted herein, the terms and provisions of the Agreements are, in all other respects, ratified and confirmed and remain in full force and effect. All references to the Promissory Note, the Security Agreement and the other Note Documents in any document, instrument, or agreement executed in connection with Promissory Note, the Security Agreement and the other Note Documents will be deemed to refer to the Promissory Note, the Security Agreement and the other Note Documents as respectively amended hereby.
5. Limited Release. The release set forth herein is limited solely to the Released Intellectual Property and shall not be deemed to be a release or waiver of any Default or Event of Default or an amendment of any provision of the Agreements.
6. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.
7. Counterparts. This Release 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 Release 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 page follows]

IN WITNESS WHEREOF, the Holder has caused this Release to be executed by its duly authorized representative as of the date first written above:

ICON PREFERRED HOLDINGS, L.P.,

as Holder

By: 
Name: Will Sherrill
Title: Authorized Signatory

[SIGNATURE PAGE TO IP RELEASE (3L)]

TRADEMARK
REEL: 008266 FRAME: 0887

ACKNOWLEDGED AND AGREED:

IFIT INC.

By: 

Name: Dale R. Gerard

Title: Chief Financial Officer and Treasurer

{SIGNATURE PAGE TO IP RELEASE (3L)}



TRADEMARK
REEL: 008266 FRAME: 0888

EXHIBIT A

UNITED STATES – TRADEMARK REGISTRATIONS AND APPLICATIONS


REGISTERED OWNER	TRADEMARK	REGISTRATION / APPLICATION NUMBER
iFIT Inc.	SWEAT 	6399166 / 87718939
iFIT Inc.	PWR	6337531 / 87665059
iFIT Inc.	SWEAT 	5464220 / 87626495
iFIT Inc.		97118386
iFIT Inc.	SWEAT MADE	97158019

CANADA – TRADEMARK REGISTRATIONS AND APPLICATIONS


Status	Application Number	Registration Number	Mark	Owner / Applicant
Pending	2038010		SWEAT	iFIT Inc.
Pending	2038176		SWEAT & DROP Design 	iFIT Inc.
Pending	2038177		DROP Design 	iFIT Inc.
Pending	2172683			iFIT Inc.

UNITED KINGDOM – TRADEMARK REGISTRATIONS AND APPLICATIONS

Status	Application Number	Registration Number	Title	Owner/Applicant
Registered	UK00916805277	UK00916805277	BIKINI BODY GUIDE	iFIT Inc.
Registered	UK00801350700	UK00801350700	SWEAT WITH	iFIT Inc.
Registered	UK00003531942	UK00003531942	SWEAT	iFIT Inc.

Pending	UK00003766452			iFIT Inc.
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AUSTRALIA – TRADEMARK REGISTRATIONS AND APPLICATIONS


Status	Application Number	Registration Number	Trademark	Owner / Applicant
Registered	903464	903464	SWEAT	iFIT Inc.
Registered	903658	903658	S SWEAT PHYSIQUE STUDIO	iFIT Inc.
Registered	1458064	1458064	SWEAT CLUB	iFIT Inc.
Registered	1650390	1650390	SWEAT GYM	iFIT Inc.
Registered	1885187	1885187	SWEAT	iFIT Inc.
Registered	1891751	1891751	MADE BY YOU	iFIT Inc.
Registered	2144696	2144696	BBG	iFIT Inc.
Registered	1881721	1881721	PWR	iFIT Inc.
Pending	2180529		BIKINI BODY GUIDE	iFIT Inc.
Pending	2203178		SWEAT MADE	iFIT Inc.
Pending	2234590		SWEAT	iFIT Inc.
Registered	1335489	1335489		iFIT Inc.

NEW ZEALAND – TRADEMARK REGISTRATIONS


REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER
iFIT Inc.	BIKINI BODY GUIDE	1068383
iFIT Inc.	BIKINI BODY GUIDE	1119928

iFIT Inc.		1205454
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EUROPEAN UNION – TRADEMARK REGISTRATIONS

REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER
iFIT Inc.	BIKINI BODY GUIDE	016805277
iFIT Inc.	SWEAT WITH	1350700
iFIT Inc.		18673149

SWITZERLAND – TRADEMARK REGISTRATIONS

REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER
iFIT Inc.	Sweat	719679
iFIT Inc.	SWEAT WITH	699406
iFIT Inc.		788700




RUSSIAN FEDERATION – TRADEMARK REGISTRATIONS

REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER
iFIT Inc.	SWEAT WITH	1350700

WIPO – TRADEMARK REGISTRATIONS

REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER
iFIT Inc.	SWEAT WITH	1350700

SOUTH AFRICA – TRADEMARK REGISTRATIONS

REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER
iFIT Inc.		2022/08870
iFIT Inc.		2022/08871
iFIT Inc.		2022/08872