

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI14806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RPM Fitness, Inc.		02/07/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ACP Post Oak Credit II LLC, as Collateral Agent		
Street Address:	3009 Post Oak Blvd.		
Internal Address:	Suite 1250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87573646	RPM	
Serial Number:	90433465	ATOM	
Serial Number:	90433541	ATOM	
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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2264864 TM G		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	02/13/2024		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 7, 2024, is made by RPM Fitness, Inc. a Delaware corporation (the “Grantor”) in favor of ACP Post Oak Credit II LLC, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Recitals

The Collateral Agent, FitLab Inc. and the Lenders from time to time party thereto have entered into a Senior Secured Term Loan Credit Agreement, dated as of February 7, 2024 (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 February 7, 2024 (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 or the applicable Governmental Authority.

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 divisionals, continuations, renewals, extensions and continuations-in-part 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

RPM Fitness, Inc.

By: Michael Melby
Name: Michael Melby
Title: Co-Chief Executive Officer

[Signature Page to Trademark Security Agreement – RPM Fitness, Inc.]

TRADEMARK
REEL: 008343 FRAME: 0012

Acknowledged and Agreed:

ACP POST OAK CREDIT II LLC
as Collateral Agent



By:

Name: Matthew E. Laterza
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008343 FRAME: 0013

Trademarks

<u>Title</u>	<u>Country</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Date Issued</u>
RPM (design mark)	U.S.	87573646	Aug. 17, 2017	5568432	Sep. 25, 2018
ATOM	U.S.	90433465	Dec. 30, 2020	N/A	N/A
ATOM	U.S.	90433541	Dec. 30, 2020	N/A	N/A
ATOM	International	1613933	June 30, 2021	1613933	June 30, 2021
ATOM	Canada	2133838	June 30, 2021	N/A	N/A