

11/29/2016 RECORDATION FORM COVER SHEET.
700519755 TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Randall L. Hunt

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 8/31/2016

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Radius Bank

Internal _____

Address: _____

Street Address: 1 Harbor Street, Suite 201

City: Boston

State: Massachusetts

Country: USA Zip: 02210

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship MA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

See attached

B. Trademark Registration No. (s)

See attached

4037867

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CS Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Rd

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40-

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Joseph D Borgman
Signature
Name of Person Signing

10-24-16

Date

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

BIONETICS

Word Mark	BIONETICS
Goods and Services	IC 041, US 100 101 107, G & S; Physical fitness training; Athletic fitness training; Educational training in the field of techniques used to enhance the performance of the human body. FIRST USE: 20100000, FIRST USE IN COMMERCE: 20100000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85247404
Filing Date	February 21, 2011
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	July 26, 2011
Registration Number	4037867
Registration Date	October 11, 2011
Owner	(REGISTRANT) Hunt, Randall INDIVIDUAL UNITED STATES #151 412 Pebble Way Arlington TEXAS 76006
Attorney of Record	Josh Gerben, Esq.
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

TRADEMARK SECURITY AGREEMENT
(Trademark)

This Trademark Security Agreement (the "Agreement") is made as of the 31st day of August, 2016, by Athletic Apex Health Clubs Florida LLC, a Florida limited liability company and Athletic Apex Enterprises LLC, a Texas limited liability company (collectively, the "Borrower") having a mailing address of 181 Towne Center Circle, Sanford, FL 32771, and delivered to Radius Bank (the "Lender") having a mailing address 1 Harbor Street, Suite 201, Boston, MA 02210.

BACKGROUND

A. This Agreement is being executed in connection with that certain Loan Agreement of even date herewith by and among Borrower and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement") pursuant to which Lender is making a \$2,186,000.00 SBA 7(a) term loan to Borrower and guaranteed by Randall L. Hunt (the "Guarantor"). The Guarantor is the owner of the Assets defined below. To secure the obligations arising under the Loan Agreement, Borrower executed a Security Agreement of even date herewith by and among Borrower and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Security Agreement" together with the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith, collectively, the "Loan Documents"), under which Borrower granted to Lender, a lien on and security interest in all of the assets of Borrower, including patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Guarantor joined into and acknowledged the Security Agreement and acknowledged Lender's interest in the Assets. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Documents.

B. Borrower has adopted, used and is using (or has filed applications and/or registrations of) trademarks, service marks, trade names, and service trade names (collectively, "Trademarks") and goodwill associated thereto ("Goodwill") listed on Schedule A attached hereto and made part hereof (all such Trademarks and Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Documents, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the obligations, Borrower and Guarantor grant a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Borrower and Guarantor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation)

{01630756jv1 }

Radius Loan No. 533600146 and SBA Loan No. PLP 86292650-03

to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Documents, Borrower and Guarantor hereby covenant and agree to maintain the Assets in full force and effect until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Borrower and Guarantor represent, warrant and covenant that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To Borrower and Guarantor's knowledge, each of the Assets is valid and enforceable;

(c) Guarantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Guarantor not to sue third persons;

(d) Borrower and Guarantor have the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower and Guarantor have complied in all material respects with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Guarantor. If, before all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Borrower and/or Guarantor shall (i) obtain rights to any new trademarks, trademark registrations, trade names or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, or application or license renewal, the provisions of this Agreement shall automatically apply thereto and such trademark application, trademark, trademark registration or application or license renewal shall be deemed part of the Assets. Borrower and/or Guarantor shall give Lender prompt written notice thereof along with an amended Schedule A.

4. Borrower and Guarantor further covenant that until all obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Borrower's and Guarantor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or Default has not occurred and is continuing under the Loan Agreement, Borrower and Guarantor shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Borrower and Guarantor agree not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except as permitted by the Loan Agreement.

7. If and while an Event of Default exists and is continuing under the Loan Agreement, Borrower and Guarantor hereby covenant and agree that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Florida or the State of Texas, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Borrower and Guarantor hereby authorize and empower Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower and Guarantor its true and lawful attorney-in-fact, with the power to endorse Borrower and/or name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Borrower and Guarantor hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Borrower, Guarantor, and Lender.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrower and Guarantor's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all obligations, Lender shall execute and deliver to Borrower and Guarantor all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower and Guarantor on demand by Lender and until so paid shall be added to the principal amount of obligations and shall bear interest for Base Rate Loans at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement and this Agreement, Borrower and Guarantor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Borrower and Guarantor shall make federal application on registrable but unregistered, trademarks or licenses belonging to Borrower and/or Guarantor. Any expenses incurred in connection with such applications shall be borne by Borrower and Guarantor. Borrower and Guarantor shall not abandon any Trademark except as permitted by the Loan Agreement or this Agreement.

13. Borrower and Guarantor shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Borrower and Guarantor reasonably deem it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Borrower and Guarantor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence and continuation of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower and/or Guarantor hereunder, in Borrower and/or Guarantor's name or in Lender's name, but at Borrower and Guarantor's expense, and Borrower and Guarantor hereby agree to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrower, Guarantor and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower, Guarantor, and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATED HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MASSACHUSETTS WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

19. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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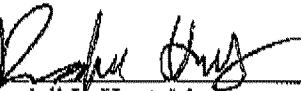
Dated the date and year first written above.

BORROWER:

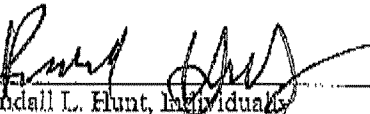
Athletic Apex Health Clubs Florida LLC, a Florida limited liability company

By: 
Randall L. Hunt, Manager

Athletic Apex Enterprises LLC, a Texas limited liability company

By: 
Randall L. Hunt, Manager

GUARANTOR:


Randall L. Hunt, Individually

Approved and Accepted:

LENDER:

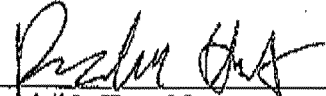
Radius Bank

By: _____
Name: _____
Title: _____

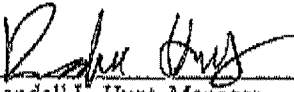
Dated the date and year first written above.

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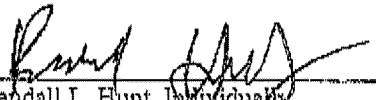
Athletic Apex Health Clubs Florida LLC, a Florida limited liability company

By: 
Randall L. Hunt, Manager

Athletic Apex Enterprises LLC, a Texas limited liability company

By: 
Randall L. Hunt, Manager

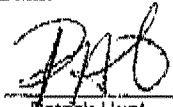
GUARANTOR:


Randall L. Hunt, Individually

Approved and Accepted:

LENDER:

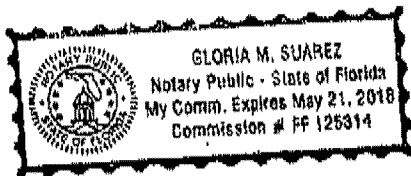
Radius Bank

By: 
Name: Patrick Hunt
Title: SVP

ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF FLORIDA : SS
COUNTY OF Orange :

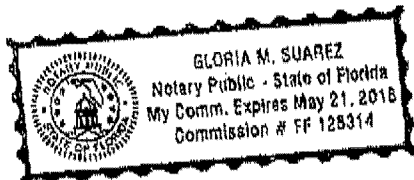
On this 31st of August, 2016, before me personally appeared Randall L. Hunt, to me known and being duly sworn, deposes and says that he is the Manager of Athletic Apex Health Clubs Florida LLC, a Florida limited liability company and Athletic Apex Enterprises LLC, a Texas limited liability company, the Borrower described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



[Signature]
Notary Public
May 21, 2018
My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF FLORIDA : SS
COUNTY OF Orange :

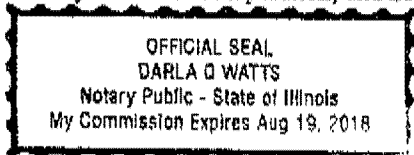
On this 31st of August, 2016, before me personally appeared Randall L. Hunt, the Guarantor described in the foregoing Agreement, to me known and being duly sworn, deposes and says that he signed the Agreement, individually, and that the within Agreement is his voluntary act and he desires the same to be recorded as such.



[Signature]
Notary Public
May 21, 2018
My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF ~~FLORIDA~~ ILLINOIS : SS
COUNTY OF COOK :

On this 20th of September, 2016, before me personally appeared Patrick Hunt, to me known and being duly sworn, deposes and says that s/he is the Senior Vice President, of Radius Bank, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



[Signature]
Notary Public
8/19/2018
My Commission Expires:

SCHEDULE A

See Attached Schedule

{01630756;v1 }

EXHIBIT 1

TRADEMARK ASSIGNMENT
(Trademarks)

WHEREAS, Randall L. Hunt (the "Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, Radius Bank ("Grantee"), having a place of business at 1 Harbor Street, Suite 201, Boston, MA 02210, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the 31st day of August, 2016.

Grantor:



Randall L. Hunt

Witness:

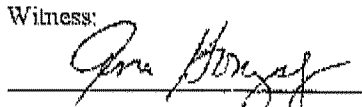

Kristin Dubay

Grantee:

Radius Bank


By: Patrick Hunt
Name: Patrick Hunt
Its: BVP

Witness:

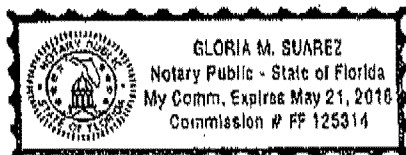

Anna Honyak

{01630756v1 }

ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF FLORIDA : SS
COUNTY OF Ocean :

On this 31st of August, 2016, before me personally appeared Randall L. Hunt, to me known and being duly sworn, deposes and says that he signed the Agreement, individually, and that the within Agreement is his voluntary act and he desires the same to be recorded as such.

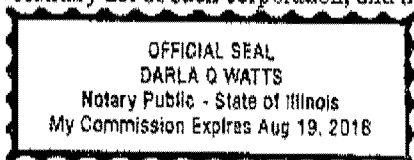


[Signature]
Notary Public

May 21, 2018
My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF ~~FLORIDA~~ ILLINOIS : SS
COUNTY OF COOK :

On this 20th of September, 2016, before me personally appeared Patrick Hunt, to me known and being duly sworn, deposes and says that s/he is the Senior Vice President, of Radius Bank, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



[Signature]
Notary Public

8/19/2018
My Commission Expires:

{01630756;v1 }