

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIFT BRANDS, INC.		04/16/2018	Corporation: DELAWARE
SNAP FITNESS, INC.		04/16/2018	Corporation: MINNESOTA
KOSAMA HOLDINGS, LLC		04/16/2018	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHITEHORSE LENDING, LLC, as Administrative Agent		
<b>Street Address:</b>	1450 Brickell Avenue, 31st Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85355268	KOSAMA	
<b>Serial Number:</b>	85975864	KOSAMA	
<b>Serial Number:</b>	85607805	KOSAMA	
<b>Serial Number:</b>	85071989	KOSAMA COMPLETE BODY TRANSFORMATION	
<b>Serial Number:</b>	85607813	KOSAMA COMPLETE BODY TRANSFORMATION	
<b>Serial Number:</b>	85355263	KOSAMA LEAN	
<b>Serial Number:</b>	85607420	YOU'VE NEVER LOOKED LIKE THIS BECAUSE YO	
<b>Serial Number:</b>	85119001	FITWARE	
<b>Serial Number:</b>	85119066	FITWARE	
<b>Serial Number:</b>	87490611	INSURGENCE	
<b>Serial Number:</b>	78372519	SNAP FITNESS	
<b>Serial Number:</b>	77226199	SNAP FITNESS	
<b>Serial Number:</b>	78546847	SNAP FITNESS FAST CONVENIENT AFFORDABLE	
<b>Serial Number:</b>	87662281	FITNESS ON DEMAND	
<b>Serial Number:</b>	87667813	LIBERTY ON THE LAKE	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 4045725100

***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.***

**Phone:** 404-572-3408

**Email:** mramic@kslaw.com

**Correspondent Name:** Mia Ramic King & Spalding LLP

**Address Line 1:** 1180 Peachtree Street, N.E.

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	20729.015024
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<b>NAME OF SUBMITTER:</b>	/S/ MIA RAMIC
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<b>SIGNATURE:</b>	/S/ MIA RAMIC
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<b>DATE SIGNED:</b>	04/16/2018
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**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **April 16, 2018** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **WHITEHORSE LENDING, LLC**, as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of April 16, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States copyrights, including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. 901 of the United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All agreements, licenses and covenants providing for the granting of any right in or to Copyrights or otherwise providing for a covenant not to sue (whether the applicable Grantor is licensee or licensor thereunder) regarding a Copyright, including, but not limited to, the exclusive licenses referred to in **Schedule 1** hereto (collectively, the “**Copyright Licenses**”).

(c) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(d) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or perfection of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**LIFT BRANDS, INC.,**  
as a Grantor

By:   
Name: Samuel L. Katz  
Title: President and Secretary

**SNAP FITNESS, INC.**  
**KOSAMA HOLDINGS, LLC,**  
each as a Grantor


By: \_\_\_\_\_  
Name: Peter J. Taunton  
Title: President

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**LIFT BRANDS, INC.,**  
as a Grantor

By: \_\_\_\_\_  
Name: Samuel L. Katz  
Title: President and Secretary

**SNAP FITNESS, INC.**  
**KOSAMA HOLDINGS, LLC,**  
each as a Grantor

By:  \_\_\_\_\_  
Name: Peter J. Taunton  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006314 FRAME: 0533**

WHITEHORSE LENDING, LLC, as Administrative  
Agent

By: \_\_\_\_\_

Name: Richard Siegel

Title: Authorized Signatory



SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights  
None.
2. Patents  
None.
2. Trademarks

Owner Name	Mark	Status	App No	App Date	Reg. No	Reg. Date
Kosama Holdings, LLC	KOSAMA	Registered	85/355268	24-Jun-2011	4309747	26-Mar-2013
Kosama Holdings, LLC	KOSAMA	Registered - IR Basic	85/975864	24-Jun-2011	4161460	19-Jun-2012
Kosama Holdings, LLC	KOSAMA	Registered - IR Basic	85/607805	25-Apr-2012	4534084	20-May-2014
Kosama Holdings, LLC	KOSAMA COMPLETE BODY TRANSFORMATION	Registered	85/071989	25-Jun-2010	3919465	15-Feb-2011
Kosama Holdings, LLC	KOSAMA COMPLETE BODY TRANSFORMATION & Design	Registered - IR Basic	85/607813	25-Apr-2012	4534085	20-May-2014
Kosama Holdings, LLC	KOSAMA LEAN	Registered	85/355263	24-Jun-2011	4219000	2-Oct-2012
Kosama Holdings, LLC	YOU'VE NEVER LOOKED LIKE THIS BECAUSE YOU'VE NEVER TRAINED LIKE THIS!	Registered	85/607420	25-Apr-2012	4257406	11-Dec-2012
Snap Fitness, Inc.	FITWARE	Registered	85/119001	30-Aug-2010	4264992	25-Dec-2012
Snap Fitness, Inc.	FITWARE & Design	Registered	85/119066	30-Aug-2010	4261791	18-Dec-2012
Snap Fitness, Inc.	INSURGENCE	Allowed	87490611	15-Jun-2017		
Snap Fitness, Inc.	SNAP FITNESS	Registered	78/372519	23-Feb-2004	3107672	20-Jun-2006
Snap Fitness, Inc.	SNAP FITNESS & Design	Registered	77/226199	10-Jul-2007	3391628	4-Mar-2008
Snap Fitness, Inc.	SNAP FITNESS FAST CONVENIENT AFFORDABLE &	Registered	78/546847	13-Jan-2005	3084847	25-Apr-2006

	Design					
Lift Brands, Inc.	FITNESS ON DEMAND & Design	Pending	87662281	27-Oct-2017		
Lift Brands, Inc.	LIBERTY ON THE LAKE	Published	87667813	1-Nov-2017		

4. Exclusive Copyright Licenses  
None