

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Therabody, Inc.	FORMERLY Theragun, Inc.	11/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6488054	WAVE DUO	
Registration Number:	6488055	WAVE SOLO	
Registration Number:	6391436	SPA BUTLER	
Serial Number:	90356834	QUIETROLL TECHNOLOGY	
Serial Number:	90133763	WELLNESS REINVENTED	
Serial Number:	90337157	RECOVERYAIR	
CORRESPONDENCE DATA			
Fax Number:	3102030567		
<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:	310-203-8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Rod S. Berman		
Address Line 1:	Jeffer Mangels Butler & Mitchell LLP		
Address Line 2:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	76840-0001		
NAME OF SUBMITTER:	Rod S. Berman		
SIGNATURE:	/rod s. berman/		

CH \$165.00 6488054

DATE SIGNED:	12/21/2021
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Total Attachments: 6
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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of November 30, 2021, by and among **THERABODY, INC.** (formerly known as Theragun, Inc.), a Delaware corporation (the “Grantor”) and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 12, 2021 as amended by that certain Joinder and First Omnibus Amendment to Credit Agreement and Security Agreement (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of August 12, 2021 as amended by that certain Joinder and First Omnibus Amendment to Credit Agreement and Security Agreement (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, and including all exhibits thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party, including without limitation, those referred to on Schedule I;

(b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any Trademark for any renewal or extension of any existing Trademark, the provisions of this Confirmatory Grant shall automatically apply thereto. Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmatory Grant and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based

recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

7. **CHOICE OF LAW.** THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.


8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 7.17 AND 7.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

GRANTOR:

THERABODY, INC.,
a Delaware corporation

By: 
Name: Ross Landsbaum
Title: Chief Financial Officer and Treasurer

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007538 FRAME: 0195

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name:

Philip General

Title:

Managing Director

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007538 FRAME: 0196

SCHEDULE I
to
CONFIRMATORY GRANT
Trademarks

Trademark	Application No.	Registration No.	Owner
WAVE DUO	90/197717	6488054	Therabody, Inc. (formerly known as Theragun, Inc.)
WAVE SOLO	90/197728	6488055	Therabody, Inc. (formerly known as Theragun, Inc.)
SPA BUTLER	90/235377	6391436	Therabody, Inc. (formerly known as Theragun, Inc.)
QUIETROLL TECHNOLOGY	90/356834		Therabody, Inc. (formerly known as Theragun, Inc.)
WELLNESS REINVENTED	90/133763		Therabody, Inc. (formerly known as Theragun, Inc.)
RECOVER YAIR (Stylized)	90/337157		Therabody, Inc. (formerly known as Theragun, Inc.)