

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731688

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CH Digital Pty Ltd.		06/01/2022	Proprietary Limited Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance Agency, LLC, as Collateral Agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88798425	CENTR	
<b>Serial Number:</b>	88798438	CENTR	
<b>Serial Number:</b>	88798446	CENTR	
<b>Serial Number:</b>	88798465	CENTR	
<b>Registration Number:</b>	6412324	CENTR	
<b>Serial Number:</b>	88798483	CENTR	
<b>Registration Number:</b>	6429306	CENTR	
<b>Serial Number:</b>	88798491	CENTR	
<b>Serial Number:</b>	88798416	CENTR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

CH \$240.00 88798425

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	06/01/2022
<b>Total Attachments: 6</b> source=Project Iron - AU Target - Trademark Security Agreement - Executed - June 1 2022#page1.tif source=Project Iron - AU Target - Trademark Security Agreement - Executed - June 1 2022#page2.tif source=Project Iron - AU Target - Trademark Security Agreement - Executed - June 1 2022#page3.tif source=Project Iron - AU Target - Trademark Security Agreement - Executed - June 1 2022#page4.tif source=Project Iron - AU Target - Trademark Security Agreement - Executed - June 1 2022#page5.tif source=Project Iron - AU Target - Trademark Security Agreement - Executed - June 1 2022#page6.tif	

## **GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 1, 2022, by CH Digital Pty Ltd. ("Grantor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of March 30, 2022 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property) to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

*Execution version*

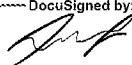
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CH DIGITAL PTY LTD.

**Executed by CH Digital Pty Ltd.** in accordance with section 127 of the Corporations Act 2001 (Cth):

AARON GRIST

\_\_\_\_\_  
Full name of sole director and company secretary who states that they are the sole director and sole company secretary of **CH Digital Pty Ltd.**

DocuSigned by:  
  
973445D24789423...

\_\_\_\_\_  
Signature of sole director and sole company secretary

*Signature Page for Grant of Security Interest -- Trademarks*

**TRADEMARK**  
**REEL: 007739 FRAME: 0818**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

## Trademark Registrations and Applications

No	Country	Number	Mark	Status	Owner	Goods and Services	Priority Date	Renewal Date
1	United States	88798425	<b>CENTR</b>	Accepted: <i>Opposition suspended</i>	CH Digital Pty Ltd	<b>Class 9:</b> Downloadable software applications for providing educational instruction and entertainment content in the fields of health, fitness, nutrition, wellness, personal care, and lifestyle; downloadable video recordings featuring instruction and entertainment content in the fields of health, fitness, nutrition, wellness, personal care, and lifestyle	14 Feb 2020	-
2	United States	88798438	<b>CENTR</b>	Accepted	CH Digital Pty Ltd	<b>Class 25:</b> Clothing apparel, namely t-shirts, tops, singlets, jumpers, sweatshirts, jackets, socks, tights, pants, shorts, sports gear in the nature of sports jerseys, pants, shorts, socks; undergarments; Headgear, namely hats, headbands, headwear in the nature of caps	14 Feb 2020	-
3	United States	88798446	<b>CENTR</b>	Accepted: <i>Opposition suspended</i>	CH Digital Pty Ltd	<b>Class 35:</b> Online retail store services featuring nutritional supplements and powders, DVD's, water bottles, clothing and exercise equipment	14 Feb 2020	
4	United States	88798465	<b>CENTR</b>	Accepted	CH Digital Pty Ltd	<b>Class 38:</b> Providing internet chatrooms relating to health, fitness, nutrition, wellness, personal care, and lifestyle; providing on-line forums for transmission of messages among computer users, namely, internet forums relating to health, fitness, nutrition, wellness, personal care; telecommunications services, namely, electronic transmission of data, information, images in the nature of pictures, images, audio and video, the foregoing provided via telecommunications networks, wireless communication networks, the Internet, information services networks and data networks; providing webcasting services	14 Feb 2020	

No	Country	Number	Mark	Status	Owner	Goods and Services	Priority Date	Renewal Date
5	United States	6412324 88798476	<b>CENTR</b>	Registered	CH Digital Pty Ltd	<p><b>Class 41:</b> Conducting fitness classes; boot camp services in the nature of physical fitness training; instruction in physical fitness; personal trainer services, in the nature of fitness training; physical fitness instruction; physical fitness training services; providing online non-downloadable visual and audio recordings featuring entertainment content, information, instruction in the fields of health, fitness, nutrition, wellness, personal care, and lifestyle, including recordings provided via blogs and software applications; audio and video production services, namely, production of audio and visual presentations and records, other than advertising; dietary education services, namely, providing education courses, namely, seminars, workshops in the fields of health and diet, and the health benefits of particular pre-prepared recipes and meal plans; weblogs services in the nature of on-line journals, namely, blogs in the fields of health, fitness, nutrition, wellness, personal care, and lifestyle; publication of online articles and diaries in the nature of blogs, the foregoing in the fields of health, fitness, nutrition, wellness, personal care and lifestyle; publishing of information, namely, digital video, audio, and multimedia publishing services on a wide range of topics related to health, fitness, nutrition, wellness, personal care, and lifestyle, including publications in the nature of articles, the foregoing including content provided online, via software applications, and via blogs; providing information, including providing online information, about the field of education, physical fitness training, entertainment, and information about organizing community sporting and cultural activities; providing information, including providing online information, about physical fitness culture; providing online non-downloadable videos featuring entertainment content, information, instruction, news, recipes in the fields of health, nutrition, wellness, personal care, fitness and lifestyle;</p>	14 Feb 2020	06 Jul 2031

No	Country	Number	Mark	Status	Owner	Goods and Services	Priority Date	Renewal Date
						providing online non-downloadable electronic publications in the nature of books and magazines in the field of health, fitness, nutrition, wellness, personal care, and lifestyle; publication of online materials and information, namely, pre-recorded electronic magazines in the fields of health, fitness, nutrition, wellness, personal care, and lifestyle		
6	United States	88798483	<b>CENTR</b>	Accepted: <i>Opposition suspended</i>	CH Digital Pty Ltd	<b>Class 42:</b> Creating and maintaining weblogs for others; hosting of websites for others, namely, hosting weblogs for others	14 Feb 2020	-
7	United States	6429306 88798488	<b>CENTR</b>	Registered	CH Digital Pty Ltd	<b>Class 44:</b> Advisory services relating to beauty treatment, namely, beauty consultation; Advisory services, namely, dietary and nutritional guidance, and providing information, news, recipes and commentary in the field of nutrition, health and wellness; Advisory services relating to health, namely, consulting services in the field of health, diet and nutrition; Advisory services relating to nutrition, namely, food nutrition consultation; Nutritional advisory services, namely, consulting services relating to diet and nutrition; Providing a website featuring information about health, wellness, and nutrition	14 Feb 2020	20 Jul 2031
8	United States	88798491	<b>CENTR</b>	Accepted: <i>Opposition suspended</i>	CH Digital Pty Ltd	<b>Class 45:</b> Online social networking services	14 Feb 2020	-
9	United States	88798416	<b>CENTR</b>	Accepted: <i>Opposition suspended</i>	CH Digital Pty Ltd	<b>Class 5:</b> Nutritional supplements and nutritional supplement shakes in powder form	14 Feb 2020	-

**TRADEMARK**

**RECORDED: 06/01/2022**

**REEL: 007739 FRAME: 0821**