

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1212983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IFIT INC.		04/30/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	333 S. Hope Street, 19th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98461627	REFLEX	
CORRESPONDENCE DATA			
Fax Number:	9802157771		
<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:	7044010369		
Email:	kimberly.saltrick@hklaw.com		
Correspondent Name:	Kimberly B Saltrick		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	1120 S. Tryon Street, Suite 900		
Address Line 4:	Charlotte, NORTH CAROLINA 28203		
ATTORNEY DOCKET NUMBER:	136133-03025		
NAME OF SUBMITTER:	Kimberly Saltrick		
SIGNATURE:	Kimberly Saltrick		
DATE SIGNED:	05/06/2024		
Total Attachments: 15			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 30, 2024 (this “Agreement”), by **iFIT Inc.**, a Delaware corporation (“Grantor”) in favor of Bank of America, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The ABL Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among iFIT Health & Fitness Inc., a Delaware corporation (“Holdings”), IFIT INC., a Delaware corporation (the “Borrower Representative”), as a US Borrower and as Borrower Representative, certain subsidiaries from time to time party thereto, as Borrowers, certain subsidiaries from time to time party thereto, as Subsidiary Guarantors, the lenders from time to time party thereto (the “ABL Lenders”) and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of Grantor, and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom listed on Schedule I hereto and, for the avoidance of doubt, all goodwill associated with any and all of the foregoing;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items do not constitute Excluded Assets.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, email (including “.pdf” or “.tiff”) or any electronic signature complying with the US federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Requirements of Law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IFIT INC.

By: 
Name: Richard Chang
Title: Associate General Counsel

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(BANK OF AMERICA)

TRADEMARK
REEL: 008421 FRAME: 0501

ACKNOWLEDGED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____


Name: Gregory Kress
Title: Senior Vice President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(BANK OF AMERICA)

TRADEMARK
REEL: 008421 FRAME: 0502

SCHEDULE I

Trademarks

UNITED STATES – TRADEMARK REGISTRATIONS

None.

UNITED STATES – PENDING TRADEMARK APPLICATIONS

APPLICANT	TRADEMARK	APPLICATION NUMBER
iFIT Inc.	REFLEX	98461627

CANADA – TRADEMARK REGISTRATIONS AND APPLICATIONS

None.

UNITED KINGDOM – TRADEMARK REGISTRATIONS AND APPLICATIONS

None.

AUSTRALIA – TRADEMARK REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE II

Patents

UNITED STATES – ISSUED PATENTS

None.

UNITED STATES – PENDING PATENT APPLICATIONS

Applicant	Application Number	Title
iFIT Inc.	63566041	DEVICES, SYSTEMS, AND METHODS FOR CONNECTING TO TREADMILL
iFIT Inc.	63566053	EXERCISE DEVICE WITH DETACHABLE EXERCISE DECK
iFIT Inc.	29932908	EXERCISE DEVICE
iFIT Inc.	63568912	INPUT DEVICE FOR AN EXERCISE DEVICE

CANADA – PATENTS AND PATENT APPLICATIONS

None.

UNITED KINGDOM – PATENTS AND PATENT APPLICATIONS

None.

AUSTRALIA – PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE III

UNITED STATES - COPYRIGHT REGISTRATIONS

None.

UNITED STATES – COPYRIGHT APPLICATIONS

None.