

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5118432

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MUSCLESOUND, INC.	08/14/2018
RECEIVING PARTY DATA		
Name:	MUSCLESOUND INVESTMENT CO., LLC	
Street Address:	6355 EAST TUFTS AVENUE	
City:	ENGLEWOOD	
State/Country:	COLORADO	
Postal Code:	80111	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Patent Number:	8562529	
Patent Number:	8512247	
Patent Number:	8517942	
Patent Number:	9364179	
Patent Number:	9642593	
Patent Number:	10028700	
Application Number:	15131909	
Application Number:	15730360	
Application Number:	15794212	
Application Number:	15818999	
Application Number:	15909593	
CORRESPONDENCE DATA		
Fax Number:	(303)223-8080	
<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:	303-223-1100	
Email:	vbrown@bhfs.com	
Correspondent Name:	S. CRAIG HEMENWAY	
Address Line 1:	410 SEVENTEENTH STREET	
Address Line 2:	SUITE 2200	
Address Line 4:	DENVER, COLORADO 80202	

PATENT

NAME OF SUBMITTER:	VALERIE H. BROWN
SIGNATURE:	/Valerie H. Brown/
DATE SIGNED:	08/30/2018
Total Attachments: 6 source=Executed Security Agreement#page1.tif source=Executed Security Agreement#page2.tif source=Executed Security Agreement#page3.tif source=Executed Security Agreement#page4.tif source=Executed Security Agreement#page5.tif source=Executed Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "IP Security Agreement"), is made by MUSCLESOUND, INC., a Delaware corporation (the "Grantor") in favor of the Lenders listed on the signature pages (collectively, the "Lenders").

WHEREAS, pursuant to the Agreement Among Lenders For Coordination Of Rights To Collateral and Payment dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Grantor, as borrower, and Lenders, Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Intercreditor Agreement, the Grantor has granted to the Lenders a security interest in all of the Grantor's right, title, and interest in and to certain Collateral, including all of Grantor's trademarks and patents, as applicable, and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their patents in order to record the security interests granted therein with the United States Patent and Trademark Office, as applicable, and any foreign patent office, as applicable (or any successor offices or other applicable government registries).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lenders, as follows:

1. Grant of Security. Grantor hereby grants to the Lenders a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Indebtedness:

(a) (i) all Owned Intellectual Property consisting of Trademarks and Patents, as identified in Schedule 1 hereto, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Limitations on Sale and Assignment. Grantor hereby agrees that it shall not sell, assign, or otherwise convey any Collateral without the written consent of the Lenders so long as the Intercreditor Agreement is in force.

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

5. Governing Law. Section 6.8 of the Intercreditor Agreement is incorporated *mutatis mutandis*.

6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Intercreditor 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 Intercreditor Agreement, all terms, and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Intercreditor Agreement, the provisions of the Intercreditor Agreement, as applicable, shall govern.

7. Notice. Section 6.2 of the Intercreditor Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MUSCLESOUND, INC.,
a Delaware corporation

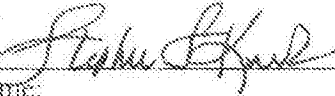
By: 

Name: Stephen Kurtz

Title: Chief Executive Officer

LENDERS:

MuscleSound Investment Co., LLC

By: 

Name:

Title: Manager

[Signature Page To Intellectual Property Security Agreement]

16028205.3

PATENT
REEL: 046986 FRAME: 0005

SCHEDULE 1**INTELLECTUAL PROPERTY****U.S. Patents**

Title	Jurisdiction	Status	Patent Number or Appl. Number	Issue Date or Filing Date	Owner
Method and System for Non-Invasive Determination of Glycogen Stores	United States	Issued	8,562,529	Oct 22, 2013	MuscleSound, Inc.
System for Non-Invasive Determination of Glycogen Stores	United States	Issued	8,512,247	Aug 20, 2013	MuscleSound, Inc.
Method for Non-Invasive Determination of Glycogen Stores	United States	Issued	8,517,942	Aug 27, 2013	MuscleSound, Inc.
Method and System for Non-Invasive Determination of Glycogen Stores	United States	Issued	9,364,179	Jun 14, 2016	MuscleSound, Inc.
System and Method for Non-Invasive Determination of Human Body Fat	United States	Issued	9,642,593	May 9, 2017	MuscleSound, Inc.
Method and System for Non-Invasive Determination of Human Body Fat	United States	Issued	10,028,700	Jul 24, 2018	MuscleSound, Inc.
System and Method for Target Muscle Glycogen Score Determination and Evaluation	United States	Published	15/131,909	Apr 18, 2016	MuscleSound, Inc.
Non-Invasive Determination of Muscle Tissue Size	United States	Published	15/730,360	Oct 11, 2017	MuscleSound, Inc.

Non-Invasive Determination of Pennation Angle and/or Fascicle Length	United States	Published	15/794,212	Oct 26, 2017	MuscleSound, Inc.
Non-Invasive Determination of Muscle Tissue Quality and Intramuscular Fat	United States	Published	15/818,999	Nov 21, 2017	MuscleSound, Inc.
System and Method for Determining a Subject's Muscle Fuel Level, Muscle Fuel Rating, and Muscle Energy Status	United States	Pending	15/909,593	Mar 1, 2018	MuscleSound, Inc.

U.S. Trademarks

Trademark	Jurisdiction	App. No. / Reg. No.	App. Date / Reg. Date	Owner
	United States	87673029	Nov 6, 2017	MuscleSound, Inc.
MUSCLE AGE	United States	87673019	Nov 6, 2017	MuscleSound, Inc.
	United States	87263503	Dec 9, 2016	MuscleSound, Inc.
	United States	87263551	Dec 9, 2016	MuscleSound, Inc.

	United States	85696438 / 4362427	Aug 6, 2012/ Jul 2, 2013	MuscleSound, Inc.
MUSCLESOUND	United States	85696443 / 4362428	Aug 6, 2012/ Jul 2, 2013	MuscleSound, Inc.
 MUSCLESOUND	United States	85696435 / 4362426	Aug 6, 2012/ Jul 2, 2013	MuscleSound, Inc.
 MUSCLESOUND	United States	85953592 / 4474522	Jun 7, 2013/ Jan 28, 2014	MuscleSound, Inc.
MUSCLEHEALTH INDEX	United States	86953614 / 5192672	Mar 25, 2016/ Apr 25, 2017	MuscleSound, Inc.
FUEL HEALTH INDEX	United States	86953627 / 5192673	Mar 25, 2016/ Apr 25, 2017	MuscleSound, Inc.