

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5999052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CORE HEALTH & FITNESS, LLC	01/31/2020

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. WASHINGTON ST.
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 27

Property Type	Number
Application Number:	15470895
Patent Number:	6575878
Patent Number:	6997855
Patent Number:	6878099
Patent Number:	6183398
Patent Number:	7070542
Patent Number:	7435205
Patent Number:	7736281
Patent Number:	D515152
Patent Number:	D542365
Patent Number:	D526031
Patent Number:	D534226
Patent Number:	7544154
Patent Number:	7648446
Patent Number:	D532063
Patent Number:	7670266
Patent Number:	6416443
Patent Number:	9327799
Patent Number:	9192810

PATENT

Property Type	Number
Patent Number:	D519173
Patent Number:	7435206
Patent Number:	7608021
Patent Number:	8047970
Patent Number:	8708870
Patent Number:	D692073
Patent Number:	9339681
Patent Number:	8894556

CORRESPONDENCE DATA

Fax Number: (310)557-2193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 51025.084

NAME OF SUBMITTER: KIMBERLEY A. LATHROP

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 03/05/2020

Total Attachments: 6

source=06. MS_Core - Patent Security Agreement (MS) (Executed)#page1.tif

source=06. MS_Core - Patent Security Agreement (MS) (Executed)#page2.tif

source=06. MS_Core - Patent Security Agreement (MS) (Executed)#page3.tif

source=06. MS_Core - Patent Security Agreement (MS) (Executed)#page4.tif

source=06. MS_Core - Patent Security Agreement (MS) (Executed)#page5.tif

source=06. MS_Core - Patent Security Agreement (MS) (Executed)#page6.tif

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of January 31, 2020 (this "Patent Security Agreement"), made by CORE HEALTH & FITNESS, LLC, a Nevada limited liability company (the "Grantor"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC ("Cortland"), as Administrative Agent for the Secured Parties (as each is defined in the Loan Agreement referred to below).

Reference is made to the Term Loan and Security Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among CORE ACQUISITION, LLC, a Delaware limited liability company ("Borrowing Agent"), together with each Person joined thereto as a Borrower from time to time, the "Borrowers" and each a "Borrower"), CORE INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), the guarantor subsidiaries party thereto from time to time (together with the Borrowers and Holdings, collectively, the "Loan Parties"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Cortland, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Loan Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Patents. As security for the payment in full in cash or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the patents listed on Schedule I hereto (the "Patent Collateral"), and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of, any of the Patent Collateral.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement, and the Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns. This Patent Security Agreement is an Other Document.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

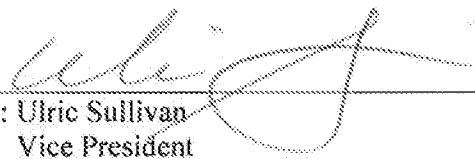
SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Loan Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Patent Collateral under this Patent Security Agreement.

[Signature pages follow]

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


CORE HEALTH & FITNESS, LLC,
as Grantor

By: 
Name: Ulric Sullivan
Title: Vice President

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent

By:  _____
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

<u>Title</u>	<u>Filing Type</u>	<u>Country</u>	<u>Status</u>	<u>Priority Date</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Publication Number</u>	<u>Patent Number</u>
Apparatus, system, and method for providing adjustable cranks in an exercise device	Utility	CN	Allowed	0000-00-00	10/20/2016	201580020733.4		
Apparatus, System, and Method for Exercise Equipment with Carry Arms	Utility	US	Allowed	0000-00-00	3/27/2017	15470895		
Automatic Safety Shut-off Switch for Exercise Equipment	Utility	US	Issued	11/19/1998	11/19/1999	9444276		6575878
Automatic Safety Shut-off Switch for Exercise Equipment	Utility	US	Issued	11/19/1998	4/22/2003	10420990	20050075219	6997855
Cooling System for Exercise Machine	Utility	US	Issued	7/26/2002	11/19/2002	10299627	20040018917	6878099
Exercise Machine with a Stride Multiplier	Utility	US	Issued	7/23/1998	2/12/1999	9249189		6183398
Exercise Machine Including Weight Measurement System	Utility	US	Issued	0000-00-00	12/5/2002	10313097	20040018915	7070542
Exercise Machine Including Weight Measurement System	Utility	US	Issued	7/26/2002	6/30/2006	11479448	20070004563	7435205
Recumbent Bicycle	Utility	US	Issued	1/17/2003	1/19/2004	10759539	20040198561	7736281
Recumbent Bicycle	Utility	US	Issued	1/17/2003	9/17/2003	29190275		D515152
Recumbent Bicycle	Utility	US	Issued	1/17/2003	8/30/2005	29237332		D542365
Upright Bike	Utility	US	Issued	0000-00-00	5/10/2004	29205138		D526031
Upright Bike	Utility	US	Issued	0000-00-00	5/9/2006	29246781		D534226
Chain Guard Arrangement for Spinning Bikes	Utility	US	Issued	7/1/2004	7/1/2004	10882652	20060003870	7544154
System and Method for Electronically Controlling Resistance of an Exercise Machine	Utility	US	Issued	6/9/2004	6/8/2005	11148008	20060003872	7648446
Spinning Bicycle	Utility	US	Issued	0000-00-00	7/21/2005	29234753		D532063
Articulating Linkage Exercise Machine	Utility	US	Issued	7/30/2004	7/29/2005	11192977	20060079381	7670266
Exercise Treadmill Expansion Control System	Utility	US	Issued	0000-00-00	12/21/1999	9468966		6416443

<u>Title</u>	<u>Filing Type</u>	<u>Country</u>	<u>Status</u>	<u>Priority Date</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Publication Number</u>	<u>Patent Number</u>
Apparatus, System, and Method for Cycle Improvements	Utility	US	Issued	0000-00-00	3/15/2011	13048860		9327799
APPARATUS, SYSTEM, AND METHOD FOR PROVIDING RESISTANCE IN A DUAL TREAD TREADMILL	Utility	US	Issued	3/12/2012	3/12/2013	13796921		9192810
WEIGHT STACK APPARATUS	Utility	US	Issued	0000-00-00	4/8/2005	29227244		D519173
WEIGHT PLATE WITH EXTERNALLY ACTUATED SPRING-LOADED INTERNAL LOCKING DEVICE	Utility	US	Issued	0000-00-00	10/22/2004	10970267		7435206
WEIGHT PLATE WITH EXTERNALLY ACTUATED INTERNAL LOCKING DEVICE	Utility	US	Issued	0000-00-00	2/8/2006	11349101		7608021
WEIGHT PLATE WITH DETACHABLE LOCKING CARTRIDGE	Utility	US	Issued	0000-00-00	7/9/2008	12217743	20100009819	8047970
Weight Plate with Center Post Locking Cartridge	Utility	US	Issued	0000-00-00	5/3/2011	13068063		8708870
Locking Cartridge for a Weight Plate	Design	US	Issued	0000-00-00	2/3/2012	29412527		D692073
Weight Plate with Center Post Locking Cartridge and Locking Fork	Utility	US	Issued	0000-00-00	12/2/2014	14558271		9339681
MULTI-FUNCTION HANDLE FOR WEIGHT TRAINING MACHINE	Utility	US	Issued	0000-00-00	3/4/2011	13040656	US 2012-0225760 A1	8894556
WEIGHT PLATE WITH CENTER POST LOCKING CARTRIDGE AND LOCKING FORK	Utility	CN	Pending	0000-00-00	12/2/2015	201580074868.9		
Weight plate with center post locking cartridge and locking fork	Utility	EP	Pending	0000-00-00	0000-00-00	15865253.7		
Apparatus, system, and method for providing adjustable cranks in an exercise device	Utility	EP	Pending	0000-00-00	0000-00-00	15761646.7		
APPARATUS, SYSTEM, AND METHOD FOR PROVIDING ADJUSTABLE CRANKS IN AN EXERCISE DEVICE	Utility	CA	Pending	0000-00-00	3/13/2015	2942488		
WEIGHT PLATE WITH CENTER POST LOCKING CARTRIDGE AND LOCKING FORK		CA				CA20152969650		2969650
APPARATUS, SYSTEM, AND METHOD FOR FLEXIBLE TREADMILL DECK		WO				WO18232415	WO18232415	