

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6246532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FITNESS ANYWHERE LLC	08/11/2020
RECEIVING PARTY DATA	
Name:	WOODFOREST NATIONAL BANK
Street Address:	865 S. FIGUEROA STREET, SUITE 3300
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90017
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D872200
Application Number:	29735218
Application Number:	29708165
Application Number:	29735224
Application Number:	29735226
Application Number:	16204044
Application Number:	62860477
Application Number:	16592337
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
<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:	312-577-8265
Email:	kristin.brozovic@katten.com
Correspondent Name:	KRISTNI BROZOVIC C/O KATTEN
Address Line 1:	525 W MONROE ST
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	389055-18
NAME OF SUBMITTER:	KRISTIN BROZOVIC
SIGNATURE:	/Kristin Brozovic/

DATE SIGNED:	08/12/2020
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of August 11, 2020 (this “**Agreement**”), is made by Fitness Anywhere LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Woodforest National Bank (the “**Lender**”).

Reference is also made to that certain Guarantee and Security Agreement dated as of December 26, 2018 (as amended by that certain Waiver, Consent and Second Amendment to Credit Agreement and First Amendment to Guarantee and Security Agreement, dated as of the date hereof, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), by the Grantor and the other grantor parties thereto in favor of the Lender.

The Lender has agreed to continue to extend credit to the Grantor subject to the terms and conditions set forth in that certain Credit Agreement dated as of December 26, 2018 (as amended by that certain First Amendment to Credit Agreement, dated as of May 13, 2019, and that certain Waiver, Consent and Second Amendment to Credit Agreement and First Amendment to Guarantee and Security Agreement, dated as of the date hereof, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) between Grantor and the Lender. The obligations of the Lender to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement and the Guarantee and Security Agreement. The Grantor will derive substantial benefit from the continued extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to continue to induce the Lender to extend such credit.

Accordingly, 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 Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Guarantee and Security Agreement, did, and hereby does, grant to the Lender a security interest in, all of Grantor’s right, title or interest in or to any and all of a security interest in, all of Grantor’s right, title or interest in or to any and all of the patent registrations or applications for registration set forth in **Schedule 1** attached hereto (the “**Patents**”).

SECTION 3. **Guarantee and Security Agreement.** The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Guarantee and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Patents are more fully set forth in the Guarantee and 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 Guarantee and Security Agreement, the terms of the Security Agreement shall govern.

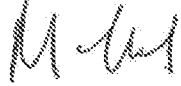
SECTION 4. ***Governing Law.*** This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

FITNESS ANYWHERE LLC,
a Delaware limited liability company

By: 
Name: Brent Leffel
Title: Co-Chairman

WOODFOREST NATIONAL BANK, as Lender

By: Jason Prather
Name: Jason Prather
Title: Senior Vice President

SCHEDULE 1 TO
PATENT SECURITY AGREEMENT

Patent	Jurisdiction	Application No.	Filed	Registration No.	Registration Date	Status
AU - APPARATUS, KIT, AND METHOD FOR PERFORMING STRAP-BASED EXERCISES	Australia	2017363883	5/28/2019	2017363883	3/19/2020	Granted
BR - APPARATUS, KIT, AND METHOD FOR PERFORMING STRAP-BASED EXERCISES	Brazil	BR112019010262-0	5/20/2019	--	--	Pending
MULTI-ZONAL ROLLER	Canada	35001824	3/30/2020	DM/208482	3/30/2020	Granted
CA - APPARATUS, KIT, AND METHOD FOR PERFORMING STRAP-BASED EXERCISES	Canada	3,044,600	5/21/2019	--	--	Granted
MULTI-ZONAL ROLLER	China	202030119823.2	3/31/2020	--	--	Pending
CN - APPARATUS, KIT, AND METHOD FOR PERFORMING STRAP-BASED EXERCISES	China	201780077946.X	6/17/2019	--	--	Pending
ADJUSTER	China	201420156848.9	4/2/2014	ZL201420156848.9	10/22/2014	Granted
EP - APPARATUS, KIT, AND METHOD FOR PERFORMING STRAP-BASED	European Patent Application	17873935.5	6/5/2019	--	--	Pending

EXERCISES						
MULTI-ZONAL ROLLER	European Union	35001824	3/30/2020	DM/208482	3/30/20	Granted
FR – CROSSING LINE MOTIF HANDLE FOR HOLDING A FLEXIBLE STRAP	France	--	6/9/2017	DM/098 253	6/9/2017	Granted
FR – Dual Stitch Pattern for a Flexible Strap	France	--	6/9/2017	DM/098 254	6/9/2017	Granted
FR – FLATTENED DUAL-STACKED LENGTHENING MECHANISM FOR A FLEXIBLE STRAP	France	--	6/9/2017	DM/098 364	6/9/2017	Granted
DE – CROSSING LINE MOTIF HANDLE FOR HOLDING A FLEXIBLE STRAP	Germany	--	6/9/2017	DM/098 253	6/9/2017	Granted
DE – Dual Stitch Pattern for a Flexible Strap	Germany	--	6/9/2017	DM/098 254	6/9/2017	Granted
DE – FLATTENED DUAL-STACKED LENGTHENING MECHANISM FOR A FLEXIBLE STRAP	Germany	--	6/9/2017	DM/098 364	6/9/2017	Granted
INELASTIC EXERCISE DEVICES HAVING LIMITED RANGE	Hong Kong	10112110.8	12/24/2010	--	--	Completed
A BUCKLE	Hong Kong	14109406.3	9/17/2014	HK1197136	12/24/2014	Granted

MULTI-ZONAL ROLLER	International Design Registration	35001824	3/30/2020	DM/208482	3/30/2020	Granted
MULTI-ZONAL ROLLER	Israel	35001824	3/30/2020	DM/208482	3/30/2020	Granted
LENGTHENING MECHANISM FOR EXERCISE EQUIPMENT	Japan	2017-501570	6/19/2017	1650874	12/27/2019	Granted
JP – APPARATUS, KIT, AND METHOD FOR PERFORMING STRAP-BASED EXERCISES	Japan	2019-536480	5/21/2019	6632048	12/20/2019	Granted
MULTI-ZONAL ROLLER	Japan	35001824	3/30/2020	DM/208482	3/30/2020	Granted
MULTI-ZONAL ROLLER	Mexico	MX/f/2020/001247	5/29/2020	--	--	Pending
RIP 2.0	PCT Application	PCT/US20/37443	6/12/2020	--	--	Pending
MULTI-ZONAL ROLLER	Russian Federation	35001824	3/30/2020	DM/208482	3/30/2020	Granted
MILTI-ZONAL ROLLER	Singapore	35001824	3/30/2020	DM/208482	3/30/2020	Granted
MULTI-ZONAL ROLLER	South Korea	35001824	3/30/2020	DM/208482	3/30/2020	Granted
MULTI-ZONAL ROLLER	United Kingdom	35001824	3/30/2020	DM/208482	3/30/2020	Granted
US- BUNDLES A	United States	29/735,218	5/19/2020	--	--	Pending

MULTI-ZONAL ROLLER	United States	29/708,165	10/3/2019	--	--	Pending
Resistance Exercise Band	United States	D872,200	7/24/2019	D872,200	1/7/2020	Granted
US- BUNDLES B	United States	29735224	5/19/2020	--	--	Pending
US- BUNDLES C	United States	29/735,226	5/19/2020	--	--	Pending
Mountable Anchor Point	United States	--	--	--	--	New
CONT – APPARATUS, KIT, AND METHOD FOR PERFORMING STRAP-BASED EXERCISES	United States	16/204,044	11/29/2018	--	--	Pending
RIP 2.0	United States	62/860,477	6/12/2019	--	--	Pending
UTILITY-NEW FOAM ROLLER	United States	16/592,337	10/3/2019	--	--	Pending
RIP 2.0	United States	--	--	--	--	Pending
MULTI-ZONAL ROLLER	Viet Nam	35001824	3/30/2020	DM/208482	3/30/2020	Granted