

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7066057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN PATENTS
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
SELF ESTEEM BRANDS, LLC	11/24/2021
RECEIVING PARTY DATA	
Name:	ANYTIME FITNESS FRANCHISOR LLC
Street Address:	111 WEIR DRIVE
City:	WOODBURY
State/Country:	MINNESOTA
Postal Code:	55125
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8818898
CORRESPONDENCE DATA	
Fax Number:	(212)492-0072
<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:	2123733072
Email:	jaliano@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com, ebensoul@paulweiss.com
Correspondent Name:	JAMIESYN D. ALIANO
Address Line 1:	1285 AVENUE OF THE AMERICAS
Address Line 2:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP
Address Line 4:	NEW YORK, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	17514-147
NAME OF SUBMITTER:	JAMIESYN D. ALIANO
SIGNATURE:	/Jamiesyn D. Aliano/
DATE SIGNED:	12/09/2021
Total Attachments: 4	
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Pre-Contribution)#page4.tif

NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN PATENTS (US)

This Notice of Grant of Back-up Security Interest in Patents (the “Notice”), is made and entered into as of November 24, 2021, by SELF ESTEEM BRANDS, LLC, a Minnesota limited liability company located at 111 Weir Drive, Woodbury, MN 55125 (“Grantor”), in favor of ANYTIME FITNESS FRANCHISOR LLC, a Delaware limited liability company located at 111 Weir Drive, Woodbury, MN 55125 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States patents and pending patent applications, set forth on Schedule 1 attached hereto (collectively, the “Patents”); and

WHEREAS, pursuant to the Anytime Fitness Pre-Contribution Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Contributed IP, including the Patents, and all products and proceeds derived from or related thereto, and the right to bring an action at law or in equity for any infringement, misappropriation or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Patent Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Patent Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Patents pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Patents as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Patent Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party’s interest in the Patent Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Patent Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Patent Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

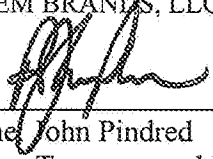
4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN PATENTS to be duly executed and delivered as of the date first written above.

SELF ESTEEM BRANDS, LLC

By: _____


Name: John Pindred

Title: Treasurer and Chief Financial Officer

[Signature Page to Notice of Grant of Back-Up Security Interest in Patents (US) (Pre-Contribution)]

PATENT
REEL: 058439 FRAME: 0545

**Schedule 1
Patents**

Country	Title	Filing Date	Application Number	Issue or Publ. Date	Patent or Publ. Number
United States	System and method for management and distribution of multimedia presentations	13-MAR-2009	12/404,138	26-AUG-2014	8,818,898