

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7845014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IFIT INC.	03/10/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PLC AGENT LLC
<b>Street Address:</b>	100 FEDERAL STREET
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	18091004
Application Number:	18082194
Application Number:	18082150
Application Number:	18082162
Application Number:	18095294
Application Number:	63338265
Application Number:	18096855
Application Number:	18103221
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)502-5002
<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>	
<b>Phone:</b>	617-248-5000
<b>Email:</b>	PatentDocket@choate.com
<b>Correspondent Name:</b>	CHOATE HALL & STEWART LLP-PATENT DOCKET
<b>Address Line 1:</b>	TWO INTERNATIONAL PLACE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	2010878-0033
<b>NAME OF SUBMITTER:</b>	BRIAN E. REESE, PHD, JD, MBA
<b>SIGNATURE:</b>	/Brian E. Reese/

DATE SIGNED:	03/14/2023
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 10, 2023 (this “Agreement”), by **IFIT INC.** (f/k/a ICON Health & Fitness, Inc.), a Delaware corporation (“Grantor”) in favor of PLC Agent LLC, as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Credit Agreement, dated as of February 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “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, the other Borrowers from time to time party thereto, the Guarantors (including Holdings) from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent.

**WHEREAS**, as a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrowers under the Credit Agreement, Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of February 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by Grantor, among others, in favor of the Administrative Agent.

**WHEREAS**, under the terms of the Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of Grantor, and has agreed as a condition thereof to execute this Agreement for recording with 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.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consistent with the requirements set forth in Sections 4.01 and 5.12 of the 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 Credit Agreement or Security Agreement, as applicable.

**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. (i) all of Grantor’s right, title and interest in, to and under the trademarks, trademark registrations and pending trademark applications for registration in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom (the “Marks”) set forth on Schedule I attached hereto, (ii) the goodwill connected with the use of, and symbolized by, the Marks, (iii) rights and privileges arising under applicable Law with respect to Grantor’s use of any of the foregoing, (iv) extensions and renewals thereof, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements, dilution or violation thereof, (vi) rights corresponding thereto throughout the world, (vii) rights to sue for past, present and future infringements, dilution or violation thereof, and (viii) all proceeds and products of the foregoing;

- B. (i) all of Grantor's right, title and interest in, to and under the patents and pending patent applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom (the "Patents") set forth on Schedule II attached hereto, (ii) rights and privileges arising under applicable Law with respect to Grantor's use of any of the foregoing, (iii) inventions, discoveries, designs and improvements described or claimed therein, (iv) reissues, divisions, continuations, extensions and continuations-in-part thereof, (v) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) rights corresponding thereto throughout the world, (vii) all rights to sue for past, present or future infringements thereof, and (viii) all proceeds and products of the foregoing; and
- C. (i) all of Grantor's right, title and interest in, to and under the copyrights, copyright registrations and pending applications for registration in the United States Copyright Office, the Canadian Intellectual Property Office, IP Australia and the Intellectual Property Office of the United Kingdom (the "Copyrights") set forth on Schedule III attached hereto, (ii) all rights and privileges arising under applicable Law with respect to Grantor's use of such Copyrights, (iii) renewals, supplements and extensions thereof, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) the goodwill of the businesses with which the Copyrights are associated, (vii) all causes of action and rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Copyrights or unfair competition regarding the same, and (viii) all proceeds and products of the foregoing;

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

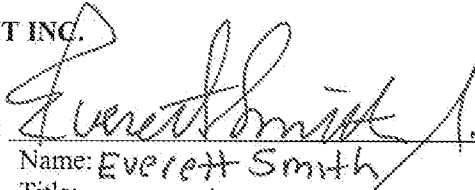
**SECTION 3. Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights 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 ESIGN 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, to the extent and as provided for in any applicable law, including the US federal ESIGN Act of 2000, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*[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: Everett Smith  
Title: Secretary

PLC AGENT LLC, as Administrative Agent

By: Pathlight Capital LP, its Sole Member

By: Pathlight GP LLC, its General Partner

By: \_\_\_\_\_

Name: Katie Hendricks  
Title: Managing Director

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(PATHLIGHT)

**PATENT**  
**REEL: 062978 FRAME: 0240**

**SCHEDULE I**

**Trademarks**

**United States – Trademark Registrations**

None.

**United States – Trademark Applications**

None.

**Canada – Trademark Registrations and Applications**

None.

**United Kingdom – Trademark Registrations and Applications**

None.

**Australia – Trademark Registrations and Applications**

None.

## **SCHEDULE II**

### **Patents**

#### **United States – Patents**

None.

#### **United States – Patent Applications**

<b>Applicant</b>	<b>Application Number</b>	<b>Title</b>
iFIT Inc.	18091004	SYSTEMS AND METHODS FOR SYNCHRONIZING WORKOUT EQUIPMENT WITH VIDEO FILES
iFIT Inc.	18082194	SMART GLOVE
iFIT Inc. <sup>1</sup>	18082150	MOVABLE CONSOLE
iFIT Inc.	18082162	LIFT MECHANISM FOR AN EXERCISE DEVICE
iFIT Inc. <sup>2</sup>	18095294	ADJUSTABLE DUMBBELL SYSTEM
iFIT Inc.	63338265	SYSTEMS AND METHODS FOR EXERCISE TRACKING
iFIT Inc.	18096855	TREADMILL KARAOKE
iFIT Inc.	18103221	TREADMILL WITH REMOVABLE SUPPORTS

#### **Canada – Patents and Patent Applications**

None.

#### **United Kingdom – Patents and Patent Applications**

None.

#### **Australia – Patents and Patent Applications**

None.

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<sup>1</sup> This application currently lists “iFIT, Inc.”, not “iFIT Inc.” as the record owner – a correction filing is in process to correct the records to properly reflect “iFIT Inc.” as the record owner.

<sup>2</sup> This application currently lists “iFIT, Inc.”, not “iFIT Inc.” as the record owner – a correction filing is in process to correct the records to properly reflect “iFIT Inc.” as the record owner.



**SCHEDULE III**

**Copyrights**

**United States – Copyright Registrations**

None.

**United States – Copyright Applications**

None.

**Canada – Copyright Registrations and Applications**

None.

**United Kingdom – Copyright Registrations and Applications**

None.

**Australia – Copyright Registrations and Applications**

None.