

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI788169

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLMBR Holdings, LLC	01/28/2025
	Interactive Strength, Inc.	01/28/2025
	Interactive Strength, Inc.	01/28/2025
	Interactive Strength Limited	01/28/2025
RECEIVING PARTY DATA		
Company Name:	TR Opportunities I, LLC	
Street Address:	75 Second Avenue	
Internal Address:	Suite 550	
City:	Needham	
State/Country:	MASSACHUSETTS	
Postal Code:	02494	
PROPERTY NUMBERS Total: 39		
Property Type	Number	
Patent Number:	11511158	
Patent Number:	D926897	
Patent Number:	D927614	
Patent Number:	D934356	
Patent Number:	D934355	
Patent Number:	D958271	
Patent Number:	D952080	
Patent Number:	D946674	
Patent Number:	D937368	
Patent Number:	11298578	
Patent Number:	D946673	
Patent Number:	11207564	
Patent Number:	11311778	
Patent Number:	11458364	
Patent Number:	11331538	
Patent Number:	11406872	

Property Type	Number
Patent Number:	D937367
Patent Number:	11077336
Patent Number:	11235197
Patent Number:	11471727
Patent Number:	11426622
Patent Number:	11291882
Patent Number:	11426623
Patent Number:	11484748
Patent Number:	11413495
Patent Number:	11439865
Patent Number:	11918849
Patent Number:	11331534
Patent Number:	11446544
Patent Number:	11285362
Patent Number:	11324993
Patent Number:	11305154
Patent Number:	11452907
Patent Number:	D1006149
Patent Number:	D1037376
Patent Number:	D1031679
Patent Number:	D999144
Application Number:	18256955
Application Number:	16534158

CORRESPONDENCE DATA

Fax Number:

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: (215)569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	164136-00012
NAME OF SUBMITTER:	KATHERINE HOLLENBECK
SIGNATURE:	/KATHERINE HOLLENBECK/
DATE SIGNED:	01/29/2025
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated January 28, 2025, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of TR OPPORTUNITIES I LLC, in its capacity as collateral agent (the “**Collateral Agent**”) for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Interactive Strength Inc., a Delaware corporation (the “**Company**”) and each party listed as a “**Buyer**” therein (collectively, the “**Buyers**”) are parties to that certain Securities Purchase Agreement, dated January 28, 2025, pursuant to which the Company shall be required to sell, and the Buyers shall purchase or have the right to purchase, the “**Notes**,” the “**Warrants**,” and the “**Incremental Notes**” issuable upon the exercise or cancellation of the “**Incremental Warrants**” (each as defined therein), in each case, issued pursuant thereto (as such Notes and Incremental Notes may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the “**Notes**” and, as such Warrants and Incremental Warrants may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the “**Warrants**”);

WHEREAS, it is a condition precedent to the Buyers’ obligation to purchase the Notes, the Incremental Notes, the Warrants and the Incremental Warrants under the Securities Purchase Agreement that each Grantor has executed and delivered that certain Security and Pledge Agreement, dated January 28, 2025, made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, a Lien on and security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, as follows:

SECTION 1. Grant of Security. As collateral security for the due and punctual payment and performance in full of the Obligations, as and when due, each Grantor hereby pledges and assigns to the Collateral Agent, its successors and permitted assigns, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Collateral Agent and the Noteholders, a continuing Lien on and security interest in, all of such Grantor’s right, title and interest in, to and under the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;

(ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all Proceeds, including without limitation Cash and Noncash Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a Lien on and security interest in, the Collateral by each Grantor under this IP Security Agreement constitutes continuing collateral security for the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the Lien and security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any provision or rule of law (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of New York.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 8(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Collateral Agent or the Noteholders from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Collateral Agent or a Noteholder.

(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

INTERACTIVE STRENGTH INC.

By: Trent Ward
Name: Trent Ward
Title: Chief Executive Officer

CLMBR HOLDINGS LLC

By: Trent Ward
Name: Trent Ward
Title: Chief Executive Officer

INTERACTIVE STRENGTH, INC.

By: Trent Ward
Name: Trent Ward
Title: Chief Executive Officer

INTERACTIVE STRENGTH LIMITED

By: Trent Ward
Name: Trent Ward
Title: Director

SCHEDULE A
Intellectual Property

Copyrights

	Grantor	Title	Country	Application or Patent No.	Application or Registration Date	Assignees
1.	Interactive Strength Inc.	NA	NA	NA	NA	NA
2.	CLMBR Holdings LLC	NA	NA	NA	NA	NA

Issued Patents

	Grantor	Title	Country	Application or Patent No.	Application or Registration Date	Assignees
1.	Interactive Strength Inc.	User interface system for an interactive exercise machine	US	11,511,158	11/29/22	None
2.	Interactive Strength Inc.	Rope handle	US	D926897	8/3/21	None
3.	Interactive Strength Inc.	Exercise bench	US	D927614	8/10/21	None
4.	Interactive Strength Inc.	Short bar handle	US	D934,356	10/26/21	None
5.	Interactive Strength Inc.	Long bar handle	US	D934,355	10/26/21	None
6.	Interactive Strength Inc.	Storage bin	US	D958,271	7/19/22	None
7.	Interactive Strength Inc.	Handle	US	D952080	5/17/22	None
8.	Interactive Strength Inc.	Exercise device	US	D946674	3/22/22	None
9.	Interactive Strength Inc.	Exercise device	US	D937,368	11/30/21	None
10.	Interactive Strength Inc.	Positionable arm with quick release for an interactive exercise machine	US	11,298,578	4/12/22	None
11.	Interactive Strength Inc.	Exercise device	US	D946673	3/22/22	None


12.	Interactive Strength Inc.	Interactive exercise machine system with mirror display	US	11,207,564	12/28/21	None
13.	Interactive Strength Inc.	Interactive Exercise Machine Support and Mounting System	US	11,311,778	4/26/22	None
14.	Interactive Strength Inc.	Interactive Exercise Machine System With Mirror Display	US	16/534,158	12/28/21	None
15.	Interactive Strength Inc.	Interactive Exercise Machine with Social Engagement Support	US	11,458,364	10/4/22	None
16.	Interactive Strength Inc.	Interactive Exercise Machine Data Architecture	US	11,331,538	5/17/22	None
17.	Interactive Strength Inc.	User Interface System for an Interactive Exercise Machine	US	11,511,158	11/29/22	None
18.	Interactive Strength Inc.	Positionable Arm With Quick Release For An Interactive Exercise Machine	US	11,298,578	4/12/22	None
19.	Interactive Strength Inc.	Force Feedback Arm for an Interactive Exercise Machine	US	11,406,872	8/9/22	None
20.	Interactive Strength Inc.	Exercise Device	US	D937,367	11/30/21	None
21.	Interactive Strength Inc.	Bar handle	CA	200382	3/28/22	None
22.	Interactive Strength Inc.	Exercising apparatus	CA	198589	7/20/22	None
23.	Interactive Strength Inc.	Exercise bench	CA	200383	3/22/22	None
24.	Interactive Strength Inc.	Rope handle	TW	D213855	9/11/21	None
25.	Interactive Strength Inc.	Exercise device	TW	D217754	3/21/22	None
26.	Interactive Strength Inc.	Exercising apparatus	CA	198466	3/30/22	None
27.	Interactive Strength Inc.	Quick release	TW	D214783	10/21/21	None
28.	Interactive Strength Inc.	Exercising apparatus	CA	198677	7/20/22	None
29.	Interactive Strength Inc.	Storage bin	TW	D217755	3/21/22	None
30.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,077,336	8/3/21	None
31.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,235,197	2/1/22	None
32.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,471,727	10/18/22	None
33.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,426,622	8/30/22	None
34.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,291,882	4/5/22	None
35.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,426,623	8/30/22	None
36.	CLMBR Holdings	Climbing Exercise Machine	US	11,484,748	11/1/22	None



	LLC					
37.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,413,495	8/16/22	None
38.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,439,865	9/13/22	None
39.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,918,849	3/5/24	None
40.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,331,534	5/17/22	None
41.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,446,544	9/20/22	None
42.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,285,362	3/29/22	None
43.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,324,993	5/10/22	None
44.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,305,154	4/19/22	None
45.	CLMBR Holdings LLC	Climbing Exercise Machine	US	11,452,907	9/27/22	None
46.	CLMBR Holdings LLC	Handle for Climbing Exercise Machine	US	D1,006,149	11/28/23	None
47.	CLMBR Holdings LLC	Foot Pedal for Climbing Exercise Machine	US	D1,037,376	7/30/24	None
48.	CLMBR Holdings LLC	Display console	US	D1031679	6/18/24	None
49.	CLMBR Holdings LLC	Display console	US	D999,144	9/19/23	None

Patent Applications


	Grantor	Invention/Title	Country	Application Number
1.	CLMBR Holdings LLC	Climbing Exercise Machine	US	18/256,955

Trademark Registrations

Grantor	Trademark	Country/State	Registration No.	Registration Date	Assignees
Interactive Strength Inc.		USPTO	6457048	17-AUG-2021	None
Interactive Strength Inc.	FORME LIFE	USPTO	6463798	24-AUG-2021	None
Interactive Strength Inc.	FORME STUDIO	TN		25-OCT-2021	None

Interactive Strength Inc.	FORME STUDIO	NJ	26471	30-SEP-2021	None
Interactive Strength Inc.	FORME STUDIO	WA	1081299	27-SEP-2021	None
Interactive Strength Inc.	FORME STUDIO	IL	116187	21-SEP-2021	None
Interactive Strength Inc.	FORME STUDIO	CO	20211755877	19-AUG-2021	None
Interactive Strength Inc.	FORME LIFE	UK	UK00801426138	06-MAR-2019	None
Interactive Strength Inc.	FORME LIFE	International Register	1426138	19-JAN-2018	None
CLMBR Holdings LLC		US	6895017	2022-11-08	None
CLMBR Holdings LLC	CLMBR CONNECTED	US	6822747	2022-08-16	None
CLMBR Holdings LLC		US	6680076	2022-03-22	None
CLMBR Holdings LLC	MOVEMENT YOU WERE MADE FOR	US	6708384	2022-04-19	None

Trademark Applications

Grantor	Trademark	Country	Application No.	Application Date
Interactive Strength Inc.		USPTO	97812963	27-FEB-2023
CLMBR Holdings LLC	NA	NA	NA	NA

Domain Names

www.formelife.com

www.clmbr.com

Intellectual Property owned by any Grantor that is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor:

- None.

Licenses

- None.