

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hablamer, LLC		03/30/2022	Limited Liability Company: NEVADA
Health in Motion LLC		03/30/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as Collateral Agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4555908	INSPIRE	
Registration Number:	4746124	INSPIRE FITNESS	
Serial Number:	88515279	INSPIRE FITNESS	
Serial Number:	88515285	INSPIRE FITNESS	
Registration Number:	3238401	SUNSET SWINGS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		

CH \$140.00 4555908

DATE SIGNED:	04/01/2022
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Total Attachments: 5

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 30, 2022, by Hablamer, LLC, a Nevada limited liability company ("Hablamer") and Health in Motion LLC, a California limited liability company ("HIM", and together with Hablamer, each, a "Grantor" and collectively, the "Grantors"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of March 30, 2022 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property) to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of

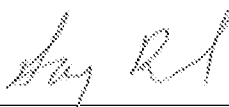
counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

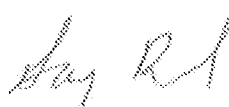
HABLAMER, LLC, as a Grantor

By: Centr Holdings, LLC, its manager

By: 
Name: Gary Bialik
Title: Treasurer

HEALTH IN MOTION LLC, as a Grantor

By: Centr Holdings, LLC, its manager

By: 
Name: Gary Bialik
Title: Treasurer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Country	Owner	Registration No. / Serial No.	Status
INSPIRE (goods)	USA	Hablamer, LLC	4,555,908	Registered
INSPIRE (services)	USA	Hablamer, LLC	4,746,124	Registered
INSPIRE FITNESS (goods)	USA	Hablamer, LLC	88/515,279	Registered
INSPIRE FITNESS (services)	USA	Hablamer, LLC	88/515,285	Registered
SUNSET SWINGS (goods)	USA	Hablamer, LLC	3,238,401	Registered
INSPIRE	Australia	Health in Motion LLC	1630741 (IR 1206834)	Registered
INSPIRE	Austria	Health in Motion LLC	1206834	Registered
INSPIRE	Belarus	Health in Motion LLC	1206834	Registered
INSPIRE	Benelux	Health in Motion LLC	1206834	Registered
INSPIRE	Denmark	Health in Motion LLC	1206834	Registered
INSPIRE	China	Health in Motion LLC	26707380	Filed
INSPIRE	Ecuador	Health in Motion LLC	109/M2014/571	Registered
INSPIRE	EU	Health in Motion LLC	1207147	Registered
INSPIRE	France	Health in Motion LLC	1206834	Registered
INSPIRE	Germany	Health in Motion LLC	1206834	Registered
INSPIRE	Norway	Health in Motion LLC	1206834	Registered
INSPIRE	Peru	Health in Motion LLC	P00217978	Registered
INSPIRE	Poland	Health in Motion LLC	1206834	Registered
INSPIRE	Russian Federation	Health in Motion LLC	1206834	Registered

INSPIRE	South Africa	Health in Motion LLC	2014/11631	Filed
INSPIRE	Switzerland	Health in Motion LLC	1206834	Registered
INSPIRE	Taiwan	Health in Motion LLC	103025870	Filed
INSPIRE	United Kingdom	Health in Motion LLC	1206834	Registered
INSPIRE	United Kingdom	Health in Motion LLC	UK00801207147	Registered
INSPIRE	WIPO	Health in Motion LLC	1206834	Registered
INSPIRE	WIPO	Health in Motion LLC	1207147	Registered