

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605696

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Echelon Fitness Multimedia LLC		10/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	Floor L2, Suite IL, 1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5313872	6 PACK ABS
Registration Number:	5453521	FLEXBIKE
Registration Number:	5452990	ECHELON
Registration Number:	5745079	ECHELON FIT
Registration Number:	6063864	E
Serial Number:	88229747	FITQUEST
Serial Number:	88937312	ECHELON STUDIO
Serial Number:	88937331	IT'S YOUR TIME
Serial Number:	88937340	TEMPCHECKIN
Serial Number:	90239697	REFLECT
Serial Number:	90239713	ECHELON STRIDE
Serial Number:	90239724	ECHELON ROW
Serial Number:	90200883	PRIME

CORRESPONDENCE DATA

Fax Number: 2127289685

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.

CH \$340.00 5313872

Phone: 2127288685
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125180.00013

NAME OF SUBMITTER: Heather Schneider

SIGNATURE: /Heather Schneider/

DATE SIGNED: 10/29/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of October 28, 2020, between Echelon Fitness Multimedia LLC, a Delaware limited liability company (the "Grantor") and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the "Administrative Agent") for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of October 28, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among Echelon Holdings, LLC, a Delaware limited liability company ("Holdings"), the Grantor, (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of October 28, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Grantor, as borrower, the other loan parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement and the Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof

(except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

ECHELON FITNESS MULTIMEDIA LLC

By:




Name: Lou Lentine
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007090 FRAME: 0150

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By:  _____

Name: Brandon Abney

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007090 FRAME: 0151

SCHEDULE I

Trademark Applications and Registrations

Registered Trademarks

Trademarks	Registration Number	Registration Date	Owner
6 Pack Abs	5313872	October 17, 2017	Echelon Fitness Multimedia LLC
Flexbike	5453521	April 24, 2018	Echelon Fitness Multimedia LLC
Echelon	5452990	April 24, 2018	Echelon Fitness Multimedia LLC
Echelon	WIPO Reg. No. 1478830	June 10, 2019	Echelon Fitness Multimedia LLC
Echelon Fit	5745079	May 07, 2019	Echelon Fitness Multimedia LLC
Echelon Fit	WIPO Reg. No. 1551175	August 6, 2020	Echelon Fitness Multimedia LLC
Echelon logo	6063864	May 26, 2020	Echelon Fitness Multimedia LLC

Trademark Applications

Trademarks	Serial Number	Country	Filing Date	Owner
FITQUEST	88229747	USA	December 14, 2018	Echelon Fitness Multimedia LLC
Echelon Studio	88937312	USA	May 28, 2020	Echelon Fitness Multimedia LLC
It's Your Time	88937331	USA	May 28, 2020	Echelon Fitness Multimedia LLC
TempCheckIn	88937340	USA	May 28, 2020	Echelon Fitness Multimedia LLC
Reflect	90239697	USA	October 7, 2020	Echelon Fitness Multimedia LLC
Echelon Stride	90239713	USA	October 7, 2020	Echelon Fitness Multimedia LLC
Echelon Row	90239724	USA	October 7, 2020	Echelon Fitness Multimedia LLC
Prime	90200883	USA	September 22, 2020	Echelon Fitness Multimedia LLC