

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iFIT Inc.		02/24/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Icon Preferred Holdings, L.P.		
Street Address:	1500 South 100 West		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	6201912	COACHBIKE	
Registration Number:	6201065	IT'S WHAT YOU DO NEXT	
Registration Number:	5432052	FUSION CST	
Registration Number:	5500842	IFIT	
Registration Number:	5382573	IFIT	
Registration Number:	5215426	NORDICTRACK	
Registration Number:	5191179	HEALTHRIDER	
Registration Number:	5074564	MOVEREADY	
Registration Number:	5228698	IFIT	
Registration Number:	4981074	FREEMOTION	
Registration Number:	4815733	LOTUS	
Registration Number:	5530425	IFIT	
Registration Number:	4604633	IFIT	
Registration Number:	4665905	PRO-FORM	
Registration Number:	4500591	IFIT	
Registration Number:	4450213	IFIT	
Registration Number:	4363005	RIP:60	
Registration Number:	3755592	I-FIT	
Registration Number:	3796515	FREEMOTION	

CH \$1540.00 6201912

Property Type	Number	Word Mark
Registration Number:	3262981	ONE TOUCH
Registration Number:	3262982	QUICK SPEED
Registration Number:	2929820	CABLE CROSS
Registration Number:	2940871	M FREEMOTION
Registration Number:	3030119	N
Registration Number:	2961997	M
Registration Number:	2944885	PRO FORM
Registration Number:	4230387	NORDICTRACK
Registration Number:	2566757	
Registration Number:	2482304	SPACE SAVER
Registration Number:	2482096	NORDICTRACK
Registration Number:	2466474	IFIT.COM
Registration Number:	2618509	IFIT
Registration Number:	2652123	NORDICTRACK
Registration Number:	2164953	ICON
Registration Number:	1777995	CROSS WALK
Registration Number:	1718385	PRO FORM
Registration Number:	1930107	IMAGE
Registration Number:	1588004	CADENCE
Registration Number:	1488669	NORDICTRACK
Registration Number:	1465620	WESLO
Registration Number:	1525754	PRO FORM
Registration Number:	1346441	PRO FORM
Registration Number:	6534563	PRO-FORM+
Registration Number:	6374317	VAULT
Registration Number:	6335154	NORDICTRACK
Registration Number:	6591851	ACTIVEPULSE
Registration Number:	6399166	SWEAT
Registration Number:	6337531	PWR
Registration Number:	5464220	SWEAT
Registration Number:	6629031	PROSHOX
Registration Number:	6629032	FLEXSELECT
Registration Number:	6629038	FREESTRIDE
Registration Number:	6629039	VUE
Registration Number:	6626850	SMARTBEAT
Registration Number:	5061227	ACTIVE PULSE
Serial Number:	90149858	CARBON
Serial Number:	90793906	DO YOU HAVE WHAT IT TAKES TO EVEREST

Property Type	Number	Word Mark
Serial Number:	90301394	SMARTADJUST
Serial Number:	87474616	BIKINI BODY GUIDE
Serial Number:	97262450	29029
Serial Number:	97262701	

CORRESPONDENCE DATA

Fax Number: 2147467777
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: 2147467700
Email: juan.arias@weil.com
Correspondent Name: Kaitlin Bond
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 200 Crescent Court, Suite 300
Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER:	Katie Prior - 53728.0022
NAME OF SUBMITTER:	KATIE PRIOR
SIGNATURE:	/KATIE PRIOR/
DATE SIGNED:	02/28/2022

Total Attachments: 27

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 24, 2022 (this "Agreement"), by iFIT Inc., a Delaware Corporation and Icon IP, Inc., a Delaware corporation (each, a "Grantor") in favor of Icon Preferred Holdings, L.P., as holder under the Promissory Note referred to below (the "Holder").

Reference is made to that certain Secured Amended & Restated Promissory Note, dated as of February 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Promissory Note"), by and between iFIT Health & Fitness Inc, a Delaware corporation ("Issuer") and the Holder.

WHEREAS, as a condition precedent to the Holder making any loans or otherwise extending credit to the Issuer under the Promissory Note, each 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 the Issuer and each Grantor, among others, in favor of the Holder.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Holder, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of each 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 Section 6.01 of the Promissory Note 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 Promissory Note 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, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Holder, 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 such Grantor, and regardless of where located (collectively, the "IP Collateral"):

- A. (i) all of such 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 such 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 the 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 the 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 the 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 the 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 Holder herein are granted in furtherance, and not in limitation of, the security interests granted to the Holder pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Holder 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.

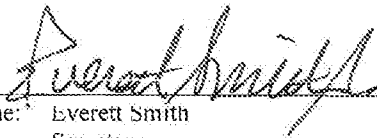
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by 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.

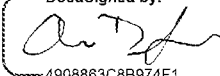
**IFIT INC. (f/k/a ICON HEALTH &
FITNESS, INC.)**
ICON IP, INC.

By: 
Name: Everett Smith
Title: Secretary

[Signature Page to Intellectual Property Security Agreement (Pamplona)]

ICON PREFERRED HOLDINGS, L.P., as Holder

By: Icon Preferred Holdings GP, Inc.,
Its General Partner

DocuSigned by:


By: 4908863C8B974F1...

Name: Andrew Singer

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement (Pamplona)]