

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CrossFit, Inc.		11/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ABC Funding, LLC
Street Address:	222 Berkeley Street, 28th Floor
Internal Address:	c/o Summit Partners Credit Advisors, L.P.
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4122681	CROSSFIT
Registration Number:	3826111	CROSSFIT
Registration Number:	3007458	CROSSFIT
Registration Number:	4053443	CROSSFIT
Registration Number:	4049689	CROSSFIT
Registration Number:	4017046	FIGHT GONE BAD
Registration Number:	4049339	FITTEST ON EARTH
Registration Number:	4049340	FITTEST ON EARTH
Registration Number:	4079486	FORGING ELITE FITNESS
Registration Number:	4048889	FORGING ELITE FITNESS
Registration Number:	4047236	3...2...1...GO!
Serial Number:	85595646	CROSSFIT
Serial Number:	85595660	FIGHT GONE BAD

CH \$365.00 4122681

Serial Number:

85595657

FIGHT GONE BAD

CORRESPONDENCE DATA

Fax Number: 6467281768

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-596-9489

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ezra S. Schneck

Address Line 1: 1211 Avenue of the Americas

Address Line 2: Ropes & Gray LLP

Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER:

SPNH-006

NAME OF SUBMITTER:

Ezra S. Schneck

Signature:

/e schneck/

Date:

11/14/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of November 14, 2012 (this "**Agreement**"), between CrossFit, Inc. (the "**Grantor**") and ABC FUNDING, LLC ("**ABC Funding**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of November 14, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Grantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of November 14, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among CrossFit Intermediate II, LLC, a Delaware limited liability company (the "**Initial Borrower**"), CrossFit Intermediate I, LLC, a Delaware limited liability company (the "**Parent**") the Lenders from time to time party thereto and ABC Funding, as Administrative Agent and as Collateral Agent (in such capacities, the "**Agent**"). Pursuant to the Merger Agreement, dated November 14, 2012, the Initial Borrower has merged with and into the Grantor and the Grantor has assumed the obligations of the Initial Borrower under the Credit Agreement and the Guarantee and Collateral Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby collaterally assigns and pledges to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it 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, trade names, 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 and all registrations and applications for registration in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "**Trademarks**"); and

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

but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during

the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. 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 form (including .pdf file) shall be effective as delivery of a manually signed counterpart.

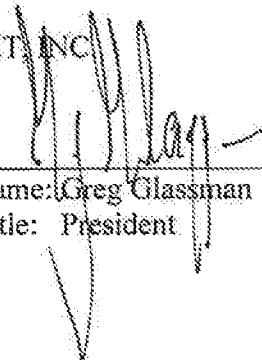
SECTION 5. Applicable Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CROSSFIT INC

By:


Name: Greg Glassman
Title: President

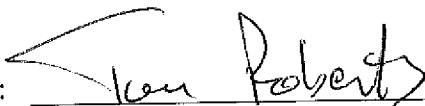
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004900 FRAME: 0256

ABC FUNDING, LLC, as Collateral Agent,

By: Summit Partners Credit Advisors, L.P.
Its: Manager

By: Summit Master Company, LLC
Its: General Partner

By: 
Its: Member

Schedule I

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
CROSSFIT	03-Apr-2012	4,122,681
CROSSFIT	27-Jul-2010	3,826,111
CROSSFIT	18-Oct-2005	3,007,458
CROSSFIT	08-Nov-2011	4,053,443
CROSSFIT	01-Nov-2011	4,049,689
FIGHT GONE BAD	23-Aug-2011	4,017,046
FITTEST ON EARTH	1-Nov-2011	4,049,339
FITTEST ON EARTH	1-Nov-2011	4,049,340
FORGING ELITE FITNESS	3-Jan-2012	4,079,486
FORGING ELITE FITNESS	1-Nov-2011	4,048,889
3...2...1...GO!	25-Oct-2011	4,047,236

U.S. Trademark Applications

Mark	Filing Date	Application No.
CROSSFIT	12-Apr-2012	85/595,646
FIGHT GONE BAD	12-Apr-2012	85/595,660
FIGHT GONE BAD	12-Apr-2012	85/595,657