

5/12/2015



08/12/2015



U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

Form PTO-1594 (Rev. 07/2008)  
OMB Collection 0651-0027 (exp. 6/30/2008)

RECORD  
TRADEMARK  
103673095

D-4

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Tough Mudder Incorporated

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) July 30, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: ATMedia Investor, LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 400 Kelby Street

City: Fort Lee

State: New Jersey

Country: USA Zip: 07024

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
see Schedule 1A

B. Trademark Registration No.(s)  
see Schedule 1A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

see Schedule 1A

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Patti B. Crosby

Internal Address: c/o Taylor English Duma LLP

Street Address: 1600 Parkwood Circle  
Suite 400

City: Atlanta

State: GA Zip: 30339

Phone Number: (770) 434.6868

Fax Number: (770) 434.7376

Email Address: pcrosby@taylorenghish.com

**6. Total number of applications and registrations involved:**

59

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,490.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date 08/12/2015 08/00/00

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

*Mitchell L. Garrett*  
Signature

August 5, 2015

Date

Mitchell L. Garrett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005600 FRAME: 0396

Country	Trademark Name	Status	Application Number	Filing Date	Reg. Number	Reg. Date
US	MUDDERELLA (DESIGN)	Registered	85/938,041	05/21/2013	4,553,072	06/17/2014
US	MUDDERELLA	Registered	85/897,953	04/08/2013	4,552,917	06/17/2014
US	OWN YOUR STRONG	Registered	85/938,075	05/21/2013	4,553,074	06/17/2014
US	RINSE + REVIVE	Registered	85/938,097	05/21/2013	4,573,450	07/22/2014
US	CAGE CRAWL	Registered	85/971,771	06/27/2013	4,484,521	02/18/2014
US	MUDDER	Registered	85/964,910	06/20/2013	4,527,038	05/06/2014
US	TOUGH MUDDER LOGO (MAN W/FLAMES)	Registered	85/692,214	08/01/2012	4,308,918	03/26/2013
US	WORLD'S TOUGHEST MUDDER LOGO	Registered	85/407,888	08/25/2011	4,131,913	04/24/2012
US	TOUGH MUDDER LOGO (MAN W/FLAMES)	Registered	85/407,879	08/25/2011	4,131,912	04/24/2012
US	TOUGH MUDDER	Registered	77/862,682	11/02/2009	3,810,118	06/29/2010
US	ELECTRIC EEL	Registered	85/716,132	08/29/2012	4,324,000	04/23/2013
US	CLIFFHANGER	Registered	85/716,097	08/29/2012	4,323,995	04/23/2013
US	BERLINS WALLS	Registered	85/715,802	08/29/2012	4,323,969	04/23/2013
US	BOA CONSTRUCTOR	Registered	85/715,787	08/29/2012	4,323,968	04/23/2013
US	WALK THE PLANK	Registered	85/715,682	08/29/2012	4,323,957	04/23/2013
US	FIRE WALKER	Registered	85/715,658	08/29/2012	4,323,953	04/23/2013
US	FUNKY MONKEY	Registered	85/715,629	08/29/2012	4,337,888	05/21/2013
US	GREASED LIGHTNING	Registered	85/715,633	08/29/2012	4,323,950	04/23/2013
US	ELECTROSHOCK THERAPY	Registered	85/715,623	08/29/2012	4,309,154	03/26/2013
US	DIRTY BALLERINA	Registered	85/715,605	08/29/2012	4,309,153	03/26/2013
US	EVEREST	Registered	85/715,591	08/29/2012	4,313,102	04/02/2013
US	SPIDER'S WEB	Registered	85/715,270	08/28/2012	4,309,152	03/26/2013
US	BALE BONDS	Registered	85/715,230	08/28/2012	4,309,151	03/26/2013
US	ARCTIC ENEMA	Registered	85/715,205	08/28/2012	4,309,150	03/26/2013
US	CARNIVAL OF TOUGH	Registered	85/575,319	03/21/2012	4,241,511	11/13/2012
US	SWAMP STOMP	Registered	85/403,630	08/22/2011	4,134,726	05/01/2012
US	DEVIL'S BEARD	Registered	85/403,623	08/22/2011	4,134,725	05/01/2012
US	TRENCH WARFARE	Registered	85/715,301	08/28/2012	4,345,862	06/04/2013
US	HOLD YOUR WOOD	Registered	85/403,562	08/22/2011	4,134,724	05/01/2012
US	SWEATY YETI	Registered	85/403,524	08/22/2011	4,134,721	05/01/2012
US	THE KILLA GORILLA	Registered	85/403,667	08/22/2011	4,131,544	04/24/2012
US	BALL SHRINKER	Registered	85/403,653	08/22/2011	4,131,542	04/24/2012
US	KISS OF MUD	Registered	85/403,646	08/22/2011	4,131,540	04/24/2012

US	PROBABLY THE TOUGHEST EVENT ON THE PLANET	Registered	85/401,264	08/18/2011	4,121,748	04/03/2012
US	UNDERWATER TUNNELS	Registered	85/715,743	08/29/2012	4,337,889	05/21/2013
US	MUD MILE	Registered	85/715,254	08/28/2012	4,307,031	03/19/2013
US	MUDDER NATION	Registered	85/575,337	03/21/2012	4,241,513	11/13/2012
US	GLORY BLADES	Registered	85/971,832	06/27/2013	4,484,526	02/18/2014
US	COLOR ORANGE	Registered	86/189,056	02/10/2014	4,674,215	01/20/2015
US	MUDDER LEGION	Allowed	86/262,485	04/25/2014		
US	MUDDER NATION LOGO	Registered	85/575,330	03/21/2012	4,241,512	11/13/2012
US	MINI MUDDER	Pending	86/464,578	11/25/2014		
US	BIRTH CANAL	Published	86/515,663	01/27/2015		
US	KING OF THE SWINGERS	Published	86/515,683	01/27/2015		
US	THE LIBERATOR	Published	86/515,698	01/27/2015		
US	CRY BABY	Published	86/515,713	01/27/2015		
US	THE HANGOVER	Published	86/515,740	01/27/2015		
US	MINI MUDDER	Pending	86/535,541	02/15/2015		
US	MUDDER CORPS	Registered	85/575,306	03/21/2012	4,241,510	11/13/2012
US	TOUGH MUDDER (ORANGE HEADBAND)	Registered	85/896,107	04/05/2013	4,439,609	11/26/2013
US	TOUGH MUDDER MOST RESPECT AWARD	Registered	85/575,294	03/21/2012	4,233,607	10/30/2012
US	HANGIN TOUGH	Registered	85/971,721	06/27/2013	4,484,516	02/18/2014
US	WORLD'S TOUGHEST MUDDER	Registered	86/401,350	09/22/2014	4,763,544	06/30/2015
US	URBAN MUDDER (LOGO)	Published	86/539,576	02/19/2015		
US	TOUGH MUDDER	Registered	85/889,216	03/28/2013	4,465,111	01/14/2014
US	TOUGH MUDDER RUNNING MAN LOGO	Registered	85/895,023	04/04/2013	4,557,089	06/24/2014
US	TOUGH MUDDER (WITHOUT FLAMES) & DESIGN	Registered	85/894,969	04/04/2013	4,585,429	08/12/2014
US	TOUGH MUDDER LOGO (MAN W/FLAMES)	Registered	85/696,468	08/06/2012	4,552,330	06/17/2014
US	URBAN MUDDER	Allowed	86/315,762	06/20/2014		

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, **Tough Mudder Incorporated**, a Delaware corporation (the "Assignor") [has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks")];

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of July 30 2015 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of **ATMedia Investor, LLC**, a Delaware limited liability company, as collateral agent for certain Lenders (the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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 WITNESS WHEREOF, the Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of July 30 2015.

**TOUGH MUDDER INCORPORATED**

By:   
William T. Dean, Chief Executive Officer

*Signature Page to Trademark Security Agreement*

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**TRADEMARK**  
**REEL: 005600 FRAME: 0399**

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications  
Owned by Tough Mudder Incorporated

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