

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM421166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockin' Jump Holdings, LLC		03/24/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Administrative Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4027285	THE ULTIMATE TRAMPOLINE PARK	
Registration Number:	4075272	ROCKIN' JUMP	
Registration Number:	4417582	ROCKIN'	
Registration Number:	4417547	ROCKIN' JUMP	
Registration Number:	4417544		
Registration Number:	4464237	SAFE. CLEAN. FUN.	
Registration Number:	4480024	JUMPSAFE	
Registration Number:	4719708	X BEAM	
Registration Number:	4794234	TRIPWIRE	
Registration Number:	4854665	VERTICAL OPS	
Registration Number:	4854667	JUMP PATROL	
Registration Number:	4978833	ROCKIN' JUMP THE ULTIMATE TRAMPOLINE PAR	
Registration Number:	4920636		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			

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Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51375 / 016
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	03/27/2017
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of March 24, 2017 among the Grantor listed on the signature pages hereof (“**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 16, 2016 (as amended by that certain Incremental Term Loan B Joinder and First Amendment to Credit and Guaranty Agreement, dated as of the date hereof, and as may be further amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among CIRCUSTRIX HOLDINGS, LLC, a Delaware limited liability company (“**CircusTriX**”), each other Person (as defined therein) from time to time which joins thereto as a “**Borrower**” (together with the Initial Borrower and CircusTriX, each, a “**Borrower**”, and collectively, the “**Borrowers**”), TRAMPOLINE ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor (as defined therein), each of the other Guarantors from time to time party thereto, the financial institutions from time to time party thereto, as Lenders (as defined therein), EAST WEST BANK, as revolver agent for the Revolving Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) and other financial accommodations to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans and other financial accommodations to Borrowers from time to time as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of December 16, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and

interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s United States Trademark registrations and United States Trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of Grantor, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

6. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile

transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

7. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

8. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

9. Financing Document. This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signature pages follow]

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

GRANTOR:

ROCKIN' JUMP HOLDINGS, LLC

By: 

Name: Andrew Wilson

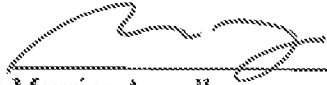
Title: President

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager



By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
REGISTERED U.S. TRADEMARKS AND APPLICATIONS

[See Attached]

Total US	Mark	Serial/ Registration Number	Filing / Registration Date	Owner	Status/ Registration Basis
1.	The Ultimate Trampoline Park The Ultimate Trampoline Park	4027285	9/13/11	ROCKIN' JUMP HOLDINGS, LLC	Supplemental
2.	ROCKIN' JUMP, plus leaping frog design 	4075272	12/20/11	ROCKIN' JUMP HOLDINGS, LLC	Principal
3.	ROCKIN' ROCKIN'	4417582	10/15/13	ROCKIN' JUMP HOLDINGS, LLC	Principal
4.	ROCKIN' JUMP ROCKIN' JUMP	4417547	10/15/13	ROCKIN' JUMP HOLDINGS, LLC	Principal
5.	Frog stylized design 	4417544	10/15/13	ROCKIN' JUMP HOLDINGS, LLC	Principal
6.	SAFE. CLEAN. FUN. SAFE. CLEAN. FUN.	4464237	1/7/14	ROCKIN' JUMP HOLDINGS, LLC	Principal
7.	JumpSafe JUMPSAFE	4480024	2/11/14	ROCKIN' JUMP HOLDINGS, LLC	Principal
8.	X Beam X BEAM	4719708	4/14/15	ROCKIN' JUMP HOLDINGS, LLC	Principal
9.	Tripwire TRIPWIRE	4794234	8/18/15	ROCKIN' JUMP HOLDINGS, LLC	Principal
10.	Vertical Ops VERTICAL OPS	4854665	11/17/15	ROCKIN' JUMP HOLDINGS, LLC	Principal

Total US	Mark	Serial/ Registration Number	Filing / Registration Date	Owner	Status/ Registration Basis
11.	Jump Patrol JUMP PATROL	4854667	11/17/15	ROCKIN' JUMP HOLDINGS, LLC	Principal
12.	Leaping frog design with Rockin' Jump The Ultimate Trampoline Park, plus design 	4978833	6/14/16	ROCKIN' JUMP HOLDINGS, LLC	Principal
13.	Leaping frog design, no words 	4920636	3/22/16	ROCKIN' JUMP HOLDINGS, LLC	Principal