

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLIGHT FIT N FUN LLC		10/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ABC FUNDING LLC		
Street Address:	222 Berkeley Street, 28th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4793882	FLIGHT TRAMPOLINE PARK	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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>			
Phone:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	Prudential Tower, Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
NAME OF SUBMITTER:	Catherine Murray		
SIGNATURE:	/cmurray/		
DATE SIGNED:	12/08/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of 18th of October, 2017 (this “*Agreement*”), between FLIGHT FIT N FUN LLC (the “*Grantor*”) and ABC FUNDING, LLC, as collateral agent.

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of October 18, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among FLIGHT FAMILY ENTERTAINMENT HOLDINGS LLC, a Delaware limited liability company (the “*Borrower*”), the Subsidiaries of the Borrower from time to time party thereto and ABC FUNDING, LLC, as administrative agent and collateral agent (in such capacities, the “*Agent*”) for the Secured Parties (as defined therein) and (b) the Credit Agreement, dated as of October 18, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the lenders from time to time party thereto (the “*Lenders*”) and the Agent.

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 Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the 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 Grantor’s Trademarks 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*”), 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 Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

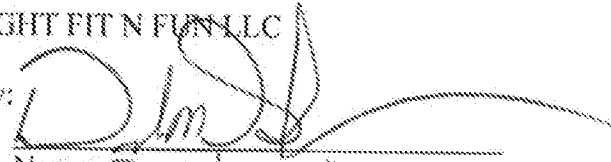
SECTION 5. Applicable Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

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

FLIGHT FIT N FUN LLC

By:


Name: DAVID N. SILVERMAN

Title: Managing Partner

[Trademark Security Agreement]

TRADEMARK
REEL: 006224 FRAME: 0667

ABC FUNDING, LLC,
as the Agent

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



By: _____
Name: James Freeland
Title: Authorized Signatory

Schedule I

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
FLIGHT TRAMPOLINE PARK	8/18/15	4793882

U.S. Trademark Applications

Mark	Filing Date	Application No.