

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456436

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sky Zone, LLC		12/27/2017	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 200		
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>City:</b>	BETHESDA,		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2148279	SKY ZONE	
<b>Registration Number:</b>	3122435	SKYROBICS	
<b>Registration Number:</b>	3157653	SKYMANIA	
<b>Registration Number:</b>	4178790	HAVE FUN, FLY SAFE!	
<b>Registration Number:</b>	3520145	SZ	
<b>Registration Number:</b>	4549384	ULTIMATE DODGEBALL	
<b>Registration Number:</b>	4602835	SKY SOCKS	
<b>Registration Number:</b>	4579253	SKY ZONE	
<b>Registration Number:</b>	4628886	SKYFIT	
<b>Registration Number:</b>	4965857	SKYHOOPS	
<b>Registration Number:</b>	5200587	SKYCLIMB	
<b>Registration Number:</b>	5349117	SKYCLIMB	
<b>Registration Number:</b>	4996522	#IDRATHERBE @SKYZONE	
<b>Registration Number:</b>	5281388	FUELZONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$365.00 2148279

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**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

<b>ATTORNEY DOCKET NUMBER:</b>	51375 / 016
--------------------------------	-------------

<b>NAME OF SUBMITTER:</b>	Christine Slattery
---------------------------	--------------------

<b>SIGNATURE:</b>	/Christine Slattery/
-------------------	----------------------

<b>DATE SIGNED:</b>	01/02/2018
---------------------	------------

**Total Attachments: 7**

source=MidCapCircusTrix Trademark Security Agreement#page1.tif  
source=MidCapCircusTrix Trademark Security Agreement#page2.tif  
source=MidCapCircusTrix Trademark Security Agreement#page3.tif  
source=MidCapCircusTrix Trademark Security Agreement#page4.tif  
source=MidCapCircusTrix Trademark Security Agreement#page5.tif  
source=MidCapCircusTrix Trademark Security Agreement#page6.tif  
source=MidCapCircusTrix Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 27, 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 Amended and Restated Credit and Guaranty Agreement, dated as of December 27, 2017 (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.

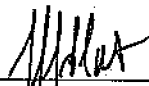
9. **Financing Document.** This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

*[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:**

**SKY ZONE, LLC**

By:  \_\_\_\_\_  
Name: Jeff Platt  
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**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**

**U.S. REGISTERED TRADEMARKS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>STATUS</b>	<b>APPLICATION #</b>	<b>DATE FILED</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
SKY ZONE	United States of America	Registered	75/132,259	Jul 8, 1996	2148279	Mar 31, 1998
SKY ZONE	United States of America	Registered	76/630,088	Jan 31, 2005	3122435	Aug 1, 2006
SKYROBICS	United States of America	Registered	78/729,809	Oct 10, 2005	3157653	Oct 17, 2006
SKYMANIA	United States of America	Registered	85/480,238	Nov 23, 2011	4178790	Jul 24, 2012
HAVE FUN, FLY SAFE!	United States of America	Registered	77/430,248	Mar 24, 2008	3520145	Oct 21, 2008
SZ (DESIGN)	United States of America	Registered	85/880,191	Mar 19, 2013	4549384	Jun 10, 2014
ULTIMATE DODGEBALL	United States of America	Registered	86/001,855	Jul 3, 2013	4602835	Sep 9, 2014
SKY SOCKS	United States of America	Registered	86/130,005	Nov 26, 2013	4579253	Aug 5, 2014
SKY ZONE	United States of America	Registered				



TITLE	COUNTRY	STATUS	APPLICATION #	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
SKYEFT	United States of America	Registered	86/315,360	Jun 19, 2014	4628886	Oct 28, 2014
SKYHOOPS	United States of America	Registered	86/540,831	Feb 20, 2015	4965857	May 24, 2016
SKYCLIMB	United States of America	Registered	86/673,575	Jun 24, 2015	5200587	May 9, 2017
<u>SKYCLIMB</u>	United States of America	Registered	87/336,789	Feb 15, 2017	5349117	Dec 5, 2017
#IDRATHERBE@SKYZONE	United States of America	Registered	86/802,791	Oct 28, 2015	4996522	Jul 12, 2016
FUELZONE	United States of America	Registered	87/363,272	Mar 8, 2017	5281388	Sep 5, 2017

**U.S. TRADEMARK APPLICATIONS**

TITLE	COUNTRY	STATUS	APPLICATION #	DATE FILED
SKYCLIMB	United States of America	Pending	87/336,789	Feb 15, 2017

**TRADEMARK**

**REEL: 006239 FRAME: 0937**

**RECORDED: 01/02/2018**