

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Bear Land Co., LLC		01/23/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	THE WESTCHESTER BANK		
Street Address:	12 Water Street		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10601		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87619522	GARDEN STATE TRAMPOLINE ACADEMY	
Serial Number:	87619506	GARDEN STATE TRAMPOLINE ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	2122383100		
<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:	212-238-3214		
Email:	SELWIN@EMMETMARVIN.COM		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway 32nd Floor		
Address Line 2:	Emmet, Marvin & Martin, LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F175019		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		
DATE SIGNED:	01/23/2018		
Total Attachments: 3			
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OP \$65.00 87619522

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **BLACK BEAR LAND CO., LLC**, a New York Limited Liability Company (the "**Grantor**"), and **THE WESTCHESTER BANK** (the "**Bank**") are parties to a Borrower Security Agreement, dated as of January 23, 2018 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Bank a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Bank a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademarks Collateral**"), to secure the prompt payment, performance and observance of the Obligations (as such term is defined in the Credit Agreement referred to in the Security Agreement):

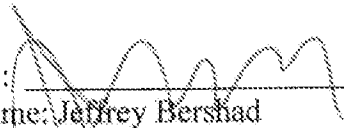
- (a) trademarks and registrations thereof, including the trademark listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


The Bank's address is: 12 Water Street, White Plains, New York 10601.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of January 23, 2018.

BLACK BEAR LAND CO., LLC

By: 
Name: Jeffrey Bershad
Title: President

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of January 23, 2018

<u>Wordmarks/Trademarks</u>	<u>Serial No.</u>	<u>Filing Date</u>
GARDEN STATE TRAMPOLINE ACADEMY	87619522	September 22, 2017
GARDEN STATE TRAMPOLINE ACADEMY 	87619506	September 22, 2017