

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKT FRANCHISE, LLC		03/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 SOUTH WACKER DRIVE		
Internal Address:	SUITE 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86213677	AKT	
Serial Number:	86056839	AKT INMOTION	
Serial Number:	87822554	HAPPY HOUR	
Serial Number:	87822602	CARDIOGRAPHY	
Serial Number:	87822458	SWEAT DREAM	
CORRESPONDENCE DATA			
Fax Number:	9175223157		
<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) 735-8757		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Devin D. LoPresti		
Address Line 1:	909 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	026174-0010(DLopresti)		
NAME OF SUBMITTER:	Devin D. LoPresti		
SIGNATURE:	/Devin D. LoPresti/		
DATE SIGNED:	03/28/2018		

CH \$140.00 86213677

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of March 22, 2018, is executed by the undersigned (“Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for the Lenders and certain Affiliates of the Lenders (“Administrative Agent”), in connection with a Joinder to Credit Agreement and Guaranty and Collateral Agreement dated as of the date hereof (the “Joinder”), among Grantor and Administrative Agent dated as of the date hereof and (i) the Credit Agreement dated as of September 29, 2017, among the Borrower party thereto, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (ii) the Guaranty and Collateral Agreement dated as of September 29, 2017, among Grantors and Guarantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Joinder and the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the ratable benefit of the Lenders and (to the extent provided in this Agreement, the Joinder and the Guaranty and Collateral Agreement) their Affiliates, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Joinder and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein, in the Joinder, the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the ratable benefit of the Lenders and (to the extent provided in this Agreement, the Joinder and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisions thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and

(2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application

referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Joinder and the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit 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 Joinder, the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Joinder, the Credit Agreement or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9 102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.


"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflicts-of-law principles.

[Signature pages follow]

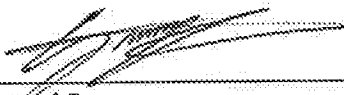
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

AKT FRANCHISE, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Anthony Geisler
Title: Chief Executive Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Samuel Less
Title: Senior Associate

[Trademark Security Agreement – Joinder of AKT]

SCHEDULE 1

Trademark Collateral

INTELLECTUAL PROPERTY

Trademarks:

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
AKT Franchise, LLC	AKT	86,213,677	4,973,633	03/06/2014	06/07/2016
AKT Franchise, LLC	AKT inMotion	86,056,839	4,583,113	09/05/2013	08/12/2014
AKT Franchise, LLC	Happy Hour	87822554	Pending	03/06/2018	Pending
AKT Franchise, LLC	Cardiography	87822602	Pending	03/06/2018	Pending
AKT Franchise, LLC	Sweat Dream	87822458	Pending	03/06/2018	Pending

Common Law Trademarks:

Grantor	Trademark
AKT Franchise, LLC	AKTRANSFORM

Grantor	Trademark
AKT Franchise, LLC	AKTWEEN
AKT Franchise, LLC	AKTEASE
AKT Franchise, LLC	AKT ONE NIGHT STAND
AKT Franchise, LLC	AKT MIXER
AKT Franchise, LLC	AKT S&M (SWEAT & MIRRORS)
AKT Franchise, LLC	AKT 4 PLAY
AKT Franchise, LLC	AKTONE
AKT Franchise, LLC	AKTV
AKT Franchise, LLC	AKTREAD
AKT Franchise, LLC	Sweatmail