

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475137

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                                 | Formerly | Execution Date | Entity Type                            |
|--------------------------------------|----------|----------------|--|
| RSG IP COMPANY, LLC                  |          | 05/23/2018     | Limited Liability Company:<br>DELAWARE |
| CLEVER TRAINING<br>OPERATING CO, LLC |          | 05/23/2018     | Limited Liability Company:<br>DELAWARE |

## RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | ENCINA BUSINESS CREDIT SPV, LLC     |
| <b>Street Address:</b> | 123 N Wacker Suite 2400             |
| <b>City:</b>           | Chicago                             |
| <b>State/Country:</b>  | ILLINOIS                            |
| <b>Postal Code:</b>    | 60606                               |
| <b>Entity Type:</b>    | Limited Liability Company: DELAWARE |

## PROPERTY NUMBERS Total: 44

| Property Type        | Number  | Word Mark                      |
|----------------------|---------|--------------------------------|
| Registration Number: | 3753421 | GREATER BOSTON RUNNING COMPANY |
| Registration Number: | 3563360 | PRINCETON RUNNING COMPANY      |
| Registration Number: | 3747992 | TEXAS RUNNING COMPANY          |
| Registration Number: | 4233255 | NEW YORK RUNNING COMPANY       |
| Registration Number: | 4278906 | RUN ON!                        |
| Registration Number: | 4352801 | RUNNING INSTITUTE OF TEXAS     |
| Registration Number: | 3942172 | BLUEMILE                       |
| Registration Number: | 2524832 | RUNNING SPOT                   |
| Registration Number: | 4425485 | SIT TO FIT                     |
| Registration Number: | 4505362 | WHERE FIT HAPPENS              |
| Registration Number: | 4673783 |                                |
| Registration Number: | 4865344 | BOULDER RUNNING COMPANY        |
| Registration Number: | 4865345 | BOULDER RUNNING COMPANY        |
| Registration Number: | 2928811 | I RUN THIS TOWN                |
| Registration Number: | 4816273 | RUNNING FIT                    |
| Registration Number: | 4816272 | RUNNING FIT                    |
| Registration Number: | 4243481 | CAPITAL RUNWALK                |

OP \$1115.00 3753421

TRADEMARK

| Property Type        | Number   | Word Mark                  |
|----------------------|----------|----------------------------|
| Registration Number: | 4521400  | RUN TEXAS                  |
| Registration Number: | 4760655  | RUN COLORADO               |
| Registration Number: | 4760654  | RUN COLORADO               |
| Registration Number: | 4220145  | RUN COLORADO               |
| Registration Number: | 4417372  | RUN CALIFORNIA             |
| Registration Number: | 4417352  | RUN NEW MEXICO             |
| Registration Number: | 4419846  | RUN COLORADO               |
| Registration Number: | 4416687  | JACKRABBIT                 |
| Registration Number: | 4252723  |                            |
| Registration Number: | 4092506  | NYC RUNNING SHOW           |
| Registration Number: | 4483678  | NOT SOMEDAY... TODAY       |
| Registration Number: | 4358834  | BOULDER FOR MEN            |
| Registration Number: | 4358833  | BOULDER                    |
| Registration Number: | 5020289  | RUN REWARDS                |
| Registration Number: | 4492775  | NEW JERSEY RUNNING COMPANY |
| Serial Number:       | 86350026 | RUN BOULDER                |
| Serial Number:       | 86754600 |                            |
| Serial Number:       | 86754602 |                            |
| Serial Number:       | 87175844 | JACKRABBIT.COM             |
| Registration Number: | 5418839  |                            |
| Registration Number: | 5418837  |                            |
| Registration Number: | 4236910  | CLEVER TRAINING            |
| Registration Number: | 4236890  | CLEVER TRAINING            |
| Registration Number: | 4747023  |                            |
| Registration Number: | 4486596  | SURF OUTFITTER             |
| Registration Number: | 4719489  | SPLASH BOUTIQUE            |
| Registration Number: | 4719490  | SPLASH BOUTIQUE            |

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*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.*

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F177188 TM

|   |                 |
|---|-----------------|
| <b>NAME OF SUBMITTER:</b>   | Janet Wamsley   |
| <b>SIGNATURE:</b>   | /Janet Wamsley/ |
| <b>DATE SIGNED:</b>   | 05/23/2018      |
| <b>Total Attachments: 6</b><br>source=RSG IP TM Filing#page2.tif<br>source=RSG IP TM Filing#page3.tif<br>source=RSG IP TM Filing#page4.tif<br>source=RSG IP TM Filing#page5.tif<br>source=RSG IP TM Filing#page6.tif<br>source=RSG IP TM Filing#page7.tif |                 |

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2018, by RSG IP COMPANY, LLC, a Delaware limited liability company ("RSGIP") and CLEVER TRAINING OPERATING CO, LLC, a Delaware limited liability company ("CTO") and together with RSGIP, collectively, "Grantor"), in favor of ENCINA BUSINESS CREDIT SPV, LLC ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Loan Party Obligors party thereto (if any) and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Loans for the benefit of Grantor and Grantor has granted to Lender a continuing security interest in certain Intellectual Property, including the Trademarks and Trademark Licenses, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

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.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) "Trademarks" means (i) all trademarks, trade names, corporate names, company 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, 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, including any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof.

(c) "Trademark Licenses" means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Lender 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 (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

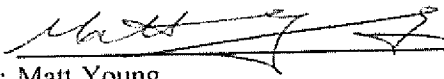
3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and this Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

*[signature pages follow]*

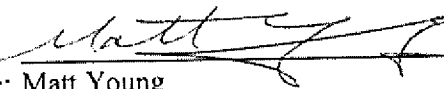
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**RSG IP COMPANY, LLC**

By:   
Name: Matt Young  
Title: Manager

**CLEVER TRAINING OPERATING CO, LLC**

By:   
Name: Matt Young  
Title: Manager

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006334 FRAME: 0811**

ACCEPTED AND ACKNOWLEDGED BY:

ENCINA BUSINESS CREDIT SPV, LLC

By:

A handwritten signature in black ink, appearing to read 'D. Ross', written over a horizontal line.

Name: Daniel Ross

Title: Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks**




RSG IP Company, LLC

| Mark                                      | Registration Status | App Number | Registration Number | Registration Date |
|---|---------------------|------------|---------------------|-------------------|
| GREATER BOSTON RUNNING COMPANY            | Registered          | 77/454348  | 3753421             | 2/23/2010         |
| PRINCETON RUNNING COMPANY                 | Registered          | 77/352657  | 3563360             | 1/20/2009         |
| TEXAS RUNNING COMPANY                     | Registered          | 77/977361  | 3747992             | 2/9/2010          |
| NEW YORK RUNNING COMPANY                  | Registered          | 85/559095  | 4233255             | 10/30/2012        |
| RUN ON!                                   | Registered          | 85/631603  | 4278906             | 1/22/2013         |
| RUNNING INSTITUTE OF TEXAS                | Registered          | 85/662884  | 4352801             | 6/18/2013         |
| BLUEMILE                                  | Registered          | 85/043795  | 3942172             | 4/5/2011          |
| RUNNING SPOT                              | Registered          | 76/178768  | 2524832             | 1/1/2002          |
| SIT TO FIT                                | Registered          | 85/886885  | 4425485             | 10/29/2013        |
| WHERE FIT HAPPENS                         | Registered          | 86/047150  | 4505362             | 4/1/2014          |
| Running Spot Design                       | Registered          | 86/025031  | 4673783             | 1/20/2015         |
| BOULDER RUNNING COMPANY                   | Registered          | 86/343973  | 4865344             | 12/8/2015         |
| BOULDER RUNNING COMPANY & Mountain Design | Registered          | 86/343998  | 4865345             | 12/8/2015         |
| I RUN THIS TOWN                           | Registered          | 78/329278  | 2928811             | 3/1/2005          |
| RUN BOULDER                               | Allowed             | 86/350026  |                     |                   |
| RUNNING FIT                               | Registered          | 86/389105  | 4816273             | 9/22/2015         |
| RUNNING FIT and Design                    | Registered          | 86/389055  | 4816272             | 9/22/2015         |
| CAPITAL RUNWALK                           | Registered          | 85/500729  | 4243481             | 11/13/2012        |
| RUN TEXAS                                 | Registered          | 86/065767  | 4521400             | 4/29/2014         |
| RUN COLORADO                              | Registered          | 85/787419  | 4760655             | 6/23/2015         |
| RUN COLORADO                              | Registered          | 85/787413  | 4760654             | 6/23/2015         |
| RUN COLORADO                              | Registered          | 85/171470  | 4220145             | 10/9/2012         |
| RUN CALIFORNIA                            | Registered          | 85/801786  | 4417372             | 10/15/2013        |
| RUN NEW MEXICO                            | Registered          | 85/797895  | 4417352             | 10/15/2013        |
| RUN COLORADO                              | Registered          | 85/787407  | 4419846             | 10/15/2013        |
| JACKRABBIT                                | Registered          | 85/450673  | 4416687             | 10/15/2013        |
| Jackrabbit Old Design                     | Registered          | 85/450712  | 4252723             | 12/4/2012         |
| NYC RUNNING SHOW                          | Registered          | 85/249465  | 4092506             | 1/24/2012         |
| NOT SOMEDAY... TODAY                      | Registered          | 85/816057  | 4483678             | 2/18/2014         |
| BOULDER FOR MEN                           | Registered          | 85/548281  | 4358834             | 6/25/2013         |
| BOULDER                                   | Registered          | 85/548263  | 4358833             | 6/25/2013         |
| RUN REWARDS                               | Registered          | 86/667298  | 5020289             | 2/23/2010         |
| Jackrabbit Design (no color)              | Allowed             | 86/754600  |                     |                   |
| Jackrabbit Design (color)                 | Allowed             | 86/754602  |                     |                   |
| Jackrabbit.com                            | Allowed             | 87/175844  |                     |                   |
| NEW JERSEY RUNNING COMPANY                | Registered          | 85/923915  | 4492775             | 3/4/2014          |



| Mark              | Registration Status | App Number | Registration Number | Registration Date |
|-------------------|---------------------|------------|---------------------|-------------------|
| Jackrabbit Design | Registered          | 86/983519  | 5418839             | 3/6/2018          |
| Jackrabbit Design | Registered          | 86/983484  | 5418837             | 3/6/2018          |

Clever Training Operating Co. LLC

| Serial Number | Registration Number | Mark   | Registration Date | Registration Status |
|---------------|---------------------|--|-------------------|---------------------|
| 85566932      | 4,236,910           | <br>Clever Training                   | 11/6/2012         | Registered          |
| 85565426      | 4,236,890           | Clever Training  | 11/6/2012         | Registered          |
| 86402110      | 4,747,023           |                                       | 6/2/2015          | Registered          |
| 86020208      | 4,486,596           | Surf Outfitter   | 2/18/2014         | Registered          |
| 86355328      | 4,719,489           | Splash Boutique  | 4/14/2015         | Registered          |
| 86355380      | 4,719,490           |  Splash Boutique<br>Splash Boutique | 4/14/2015         | Registered          |