

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foss Swim School, LLC		02/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WINTRUST BANK		
Street Address:	231 South LaSalle Street, 2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	85464396	91° WARM WATER!! FEELS LIKE YOU'RE LEARN	
Serial Number:	77850189	BACKFLOAT BABY	
Serial Number:	77882540	BREAKTHROUGH CLINIC	
Serial Number:	77850202	BUILDING CONFIDENCE THROUGH THE MASTERY	
Serial Number:	86730252	CHEEKS	
Serial Number:	85508459		
Serial Number:	86708742	DROWNING IS SILENT	
Serial Number:	77850215	FAST. FUN! RESULTS!!	
Serial Number:	85728625	FASTJETS	
Serial Number:	85728645	FASTJETS	
Serial Number:	86730160	FOSS SWIM SCHOOL	
Serial Number:	86730165	FOSS SWIM SCHOOL	
Serial Number:	78266439	FOSS SWIM SCHOOL	
Serial Number:	86708738	FOSSIBLE	
Serial Number:	85482257	GREAT ATHLETES GET MEDALS. GREAT TEACHER	
Serial Number:	77882552	LAUGHTER THEN LEARNING THEN CONFIDENCE T	
Serial Number:	86730237	NECK	
Serial Number:	86730241	PADDLE	
Serial Number:	85508730	PADDLE	
TRADEMARK			

CH \$690.00 85464396

Property Type	Number	Word Mark
Serial Number:	77882598	PROGRESS BUILDER SWIM CAMPS
Serial Number:	85340817	REGISTER TODAY. SWIM TOMORROW!!
Serial Number:	85464415	SWIM TODAY. SAVE TOMORROW!!
Serial Number:	77906191	SWIMMERS GUARANTEED FOSS SWIM SCHOOL
Serial Number:	77725157	SWIMMERS GUARANTEED.
Serial Number:	85464456	THE BEST LESSONS GET BETTER RESULTS.
Serial Number:	85340805	TRY IT, LEARN IT, LOVE IT!
Serial Number:	85464429	YOU GET WHAT YOU WANT... WE GET YOUR CHI

CORRESPONDENCE DATA

Fax Number: 3177133699

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: 3177133500

Email: efstrademarks@taftlaw.com

Correspondent Name: Christopher A. Deabler

Address Line 1: 425 Walnut Street, Suite 1800

Address Line 4: Cincinnati, INDIANA 45202-3957

ATTORNEY DOCKET NUMBER:	WIN29-GN013
NAME OF SUBMITTER:	Christopher A. Deabler
SIGNATURE:	/Christopher A. Deabler/
DATE SIGNED:	10/08/2018

Total Attachments: 10

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**CONFIRMATORY GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of February 1, 2018, is made by **FOSS INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“**FIH**”), **FOSS SWIM SCHOOL, LLC**, a Delaware limited liability company (“**FSS**”), **FOCUS SWIM SCHOOLS, LLC**, a Delaware limited liability company (“**FOC**”), **FOCUS SYSTEMS, LLC**, a Delaware limited liability company (“**SYS**”) and **FCS INVESTMENTS, LLC**, a Delaware limited liability company (“**INV**” and INV together with FIH, FSS, FOC and SYS, collectively, the “**Borrowers**”), in favor of **WINTRUST BANK**, an Illinois corporation (together with its successors and assigns, “**Lender**”).

RECITALS

WHEREAS, Borrowers, **FOSS HOLDINGS, LLC**, a Delaware limited liability company (“**Parent**”), and Lender are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrowers, and (ii) for the grant by Borrowers to Lender of a security interest in Borrower’s assets, including its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement and the other Financing Agreements shall govern.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Obligations**”), each Borrower hereby confirms its grant to Lender of a continuing security

interest in and to any and all of such Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of such Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Loan Agreement. Each Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender's security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Lender shall execute and deliver any document

reasonably requested by a Borrower, at such Borrower's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by such Borrower to Lender hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender.

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, no Borrower shall assign this Confirmatory Grant or any of such Borrower's obligations hereunder without the prior written consent of Lender.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

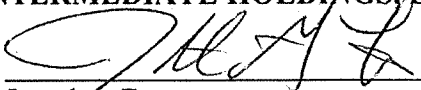
9. Further Assurances. Each Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Each Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of such Borrower.

10. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS SECURITY AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

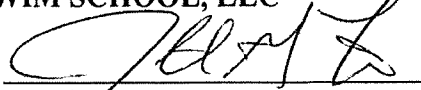
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrowers have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

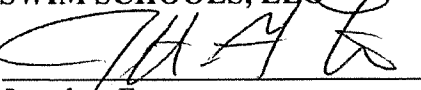
FOSS INTERMEDIATE HOLDINGS, LLC

By: 
Name: Jonathan Foss
Its: Chief Executive Officer

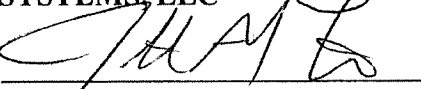
FOSS SWIM SCHOOL, LLC

By: 
Name: Jonathan Foss
Its: Chief Executive Officer

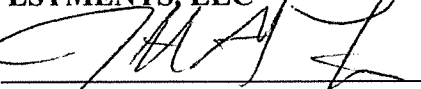
FOCUS SWIM SCHOOLS, LLC

By: 
Name: Jonathan Foss
Its: Chief Executive Officer

FOCUS SYSTEMS, LLC

By: 
Name: Jonathan Foss
Its: Chief Executive Officer

FCS INVESTMENTS, LLC

By: 
Name: Jonathan Foss
Its: Chief Executive Officer

Agreed and Accepted:

WINTRUST BANK

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the undersigned Borrowers have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

FOSS INTERMEDIATE HOLDINGS, LLC

By: _____
Name: Jonathan Foss
Its: Chief Executive Officer

FOSS SWIM SCHOOL, LLC

By: _____
Name: Jonathan Foss
Its: Chief Executive Officer

FOCUS SWIM SCHOOLS, LLC

By: _____
Name: Jonathan Foss
Its: Chief Executive Officer

FOCUS SYSTEMS, LLC

By: _____
Name: Jonathan Foss
Its: Chief Executive Officer

FCS INVESTMENTS, LLC

By: _____
Name: Jonathan Foss
Its: Chief Executive Officer

Agreed and Accepted:

WINTRUST BANK

By: _____
Name: *Bennett Martin*
Its: *officer*

Signature Page to Confirmatory Grant of Security Interest in Intellectual Property






EXHIBIT A

PATENTS

Patent No.	Country	Title	Owner
7,281,652	U.S.	POINT-OF-SALE PROVIDER EVALUATION	Foss Swim School, LLC

EXHIBIT B

TRADEMARK REGISTRATIONS & APPLICATIONS

Trademark	Country	Serial No.	Registration No.	Owner
91° Warm Water! Feels like you're learning in the tub.	U.S.	85464396	4167646	Foss Swim School, LLC
BACKFLOAT BABY	U.S.	77850189	3834068	Foss Swim School, LLC
BREAKTHROUGH CLINICS	U.S.	77882540	3810818	Foss Swim School, LLC
BUILDING CONFIDENCE THROUGH THE MASTERY OF SKILLS	U.S.	77850202	3799273	Foss Swim School, LLC
	U.S.	86730252	4908832	Foss Swim School, LLC
	U.S.	85508459	4503338	Foss Swim School, LLC
DROWNING IS SILENT	U.S.	86708742	5042567	Foss Swim School, LLC
FAST. FUN! RESULTS!!	U.S.	77850215	3802578	Foss Swim School, LLC
FASTjets	U.S.	85728625	4331876	Foss Swim School, LLC
	U.S.	85728645	4331880	Foss Swim School, LLC
	U.S.	86730160	4955219	Foss Swim School, LLC
FOSS SWIM SCHOOL	U.S.	86730165	4955221	Foss Swim School, LLC
	U.S.	78266439	2856043	Foss Swim School, LLC
FOSSIBLE	U.S.	86708738	5042566	Foss Swim School, LLC

Trademark	Country	Serial No.	Registration No.	Owner
GREAT ATHLETES GET MEDALS. GREAT TEACHERS GET RESULTS.	U.S.	85482257	4168036	Foss Swim School, LLC
LAUGHTER THEN LEARNING THEN CONFIDENCE THEN MASTERY.	U.S.	77882552	3817825	Foss Swim School, LLC
 neck	U.S.	86730237	4908830	Foss Swim School, LLC
 paddle	U.S.	86730241	4908831	Foss Swim School, LLC
 paddle	U.S.	85508730	4503339	Foss Swim School, LLC
PROGRESS BUILDER SWIM CAMPS	U.S.	77882598	3817829	Foss Swim School, LLC
REGISTER TODAY. SWIM TOMORROW!!	U.S.	85340817	4087494	Foss Swim School, LLC
SWIM TODAY. SAVE TOMORROW!!	U.S.	85464415	4167647	Foss Swim School, LLC
	U.S.	77906191	3821833	Foss Swim School, LLC
SWIMMERS GUARANTEED.	U.S.	77725157	3823345	Foss Swim School, LLC
THE BEST LESSONS GET BETTER RESULTS.	U.S.	85464456	4167653	Foss Swim School, LLC

Trademark	Country	Serial No.	Registration No.	Owner
TRY IT, LEARN IT, LOVE IT!	U.S.	85340805	4087492	Foss Swim School, LLC
YOU GET WHAT YOU WANT...WE GET YOUR CHILD SWIMMING.	U.S.	85464429	4167649	Foss Swim School, LLC

EXHIBIT C
COPYRIGHTS

Title	Registration/ Recordation No.	Registration/ Recordation Date	Owner
Foss Swim School employee handbook	TX0006482432	11/01/2006	Foss Swim School, LLC
Foss Swim School level description	TX0006551920	11/13/2006	Foss Swim School, LLC
Foss Swim School parent evaluation	TX0006465557	11/24/2006	Foss Swim School, LLC
Try it, learn it, love it!	TX0006480635	11/09/2006	Foss Swim School, LLC
Soaked! / by Foss Swim School for swimmers. [serial]	TX 6-482-919	2006	Foss Swim School, LLC