

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506579

<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>
Mr. Olympia, LLC		01/03/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 S. Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402-1544		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87079249	212 OLYMPIA	
<b>Serial Number:</b>	86317988	BIKINI OLYMPIA	
<b>Serial Number:</b>	87079245	CLASSIC BODYBUILDING OLYMPIA	
<b>Serial Number:</b>	87482859	CLASSIC PHYSIQUE OLYMPIA	
<b>Serial Number:</b>	85267956	FIGURE OLYMPIA	
<b>Serial Number:</b>	85267955	FIGURE OLYMPIA	
<b>Serial Number:</b>	77552000	FIGURE OLYMPIA	
<b>Serial Number:</b>	77552001	FIGURE OLYMPIA	
<b>Serial Number:</b>	85267958	FITNESS OLYMPIA	
<b>Serial Number:</b>	85267957	FITNESS OLYMPIA	
<b>Serial Number:</b>	77551998	FITNESS OLYMPIA	
<b>Serial Number:</b>	77551999	FITNESS OLYMPIA	
<b>Serial Number:</b>	87079250	MEN'S PHYSIQUE OLYMPIA	
<b>Serial Number:</b>	77551993	MR. OLYMPIA	
<b>Serial Number:</b>	85354804	MR. OLYMPIA	
<b>Serial Number:</b>	85354806	MR. OLYMPIA	
<b>Serial Number:</b>	85354807	MS. OLYMPIA	
<b>Serial Number:</b>	77551995	MS. OLYMPIA	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	87107098	OLYMPIA AMATEUR
Serial Number:	87107092	OLYMPIA EUROPE
Serial Number:	86319039	OLYMPIA FITNESS AND PERFORMANCE WEEKEND
Serial Number:	85267963	OLYMPIA WEEKEND
Serial Number:	77552003	OLYMPIA WEEKEND
Serial Number:	87518660	OLYMPIA WEEKEND
Serial Number:	87079253	WOMEN'S PHYSIQUE OLYMPIA

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** cadinolfi@paulweiss.com, lfranco@paulweiss.com,  
nalbano@paulweiss.com

**Correspondent Name:** Nicole Albano

**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10004

<b>NAME OF SUBMITTER:</b>	Nicole A. Albano
<b>SIGNATURE:</b>	/Nicole A. Albano/
<b>DATE SIGNED:</b>	01/18/2019

**Total Attachments: 4**

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks (this "Trademarks Notice of Grant") is made as of January 3, 2019, by Mr. Olympia, LLC ("Grantor"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds the right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of January 3, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement


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

This Trademark Notice of Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

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

MR. OLYMPIA, LLC

By:   
Name: Christopher V. Polimeni  
Title: Executive Vice President, Chief  
Operating Officer and Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARK	REGISTRATION NO	REISGRATION DATE	APPLICATION NO	APPLICATION DATE	OWNER	TRADEMARK STATUS
212 OLYMPIA			87079249	21-Jun-16	Mr. Olympia, LLC	Pending
BIKINI OLYMPIA	5027591	23-Aug-16	86317988	23-Jun-14	Mr. Olympia, LLC	Registered
CLASSIC BODYBUILDING OLYMPIA			87079245	21-Jun-16	Mr. Olympia, LLC	Pending
CLASSIC PHYSIQUE OLYMPIA			87482859	9-Jun-17	Mr. Olympia, LLC	Pending
FIGURE OLYMPIA	4048568	1-Nov-11	85267956	15-Mar-11	Mr. Olympia, LLC	Registered
FIGURE OLYMPIA	4181747	31-Jul-12	85267955	15-Mar-11	Mr. Olympia, LLC	Registered
FIGURE OLYMPIA	4038860	11-Oct-11	77552000	20-Aug-08	Mr. Olympia, LLC	Registered
FIGURE OLYMPIA	4012816	16-Aug-11	77552001	20-Aug-08	Mr. Olympia, LLC	Registered
FITNESS OLYMPIA	4048570	1-Nov-11	85267958	15-Mar-11	Mr. Olympia, LLC	Registered
FITNESS OLYMPIA	4048569	1-Nov-11	85267957	15-Mar-11	Mr. Olympia, LLC	Registered
FITNESS OLYMPIA	4038859	11-Oct-11	77551998	20-Aug-08	Mr. Olympia, LLC	Registered
FITNESS OLYMPIA	4012815	16-Aug-11	77551999	20-Aug-08	Mr. Olympia, LLC	Registered
MEN'S PHYSIQUE OLYMPIA	5282452	5-Sep-17	87079250	21-Jun-16	Mr. Olympia, LLC	Registered
MR. OLYMPIA	3951271	26-Apr-11	77551993	20-Aug-08	Mr. Olympia, LLC	Registered
MR. OLYMPIA	4156815	12-Jun-12	85354804	23-Jun-11	Mr. Olympia, LLC	Registered
MR. OLYMPIA	4193035	21-Aug-12	85354806	23-Jun-11	Mr. Olympia, LLC	Registered
MS. OLYMPIA	4166792	3-Jul-12	85354807	23-Jun-11	Mr. Olympia, LLC	Registered
MS. OLYMPIA	3951272	26-Apr-11	77551995	20-Aug-08	Mr. Olympia, LLC	Registered
OLYMPIA AMATEUR	5274295	29-Aug-17	87107098	18-Jul-16	Mr. Olympia, LLC	Registered
OLYMPIA EUROPE			87107092	18-Jul-16	Mr. Olympia, LLC	Pending
OLYMPIA FITNESS AND PERFORMANCE WEEKEND	5036992	6-Sep-16	86319039	24-Jun-14	Mr. Olympia, LLC	Registered
OLYMPIA WEEKEND	4052334	8-Nov-11	85267963	15-Mar-11	Mr. Olympia, LLC	Registered
OLYMPIA WEEKEND	3974949	7-Jun-11	77552003	20-Aug-08	Mr. Olympia, LLC	Registered

TRADEMARK	REGISTRATION NO	REISGRATION DATE	APPLICATION NO	APPLICATION DATE	OWNER	TRADEMARK STATUS
OLYMPIA WEEKEND			87518660	6-Jul-17	Mr. Olympia, LLC	Pending
WOMEN'S PHYSIQUE OLYMPIA	5282453	5-Sep-17	87079253	21-Jun-16	Mr. Olympia, LLC	Registered