

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLY TRAMPOLINE PARK, INC.		11/20/2018	Corporation: ALASKA
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87482337	FLY TRAMPOLINE PARK	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.142		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	11/21/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time in accordance with the terms hereof and the Credit Agreement referred to below, this “*Agreement*”), dated as of November 20, 2018, is made by each of the entities listed on the signature pages hereof (each, a “*Grantor*” and collectively, the “*Grantors*”), in favor of ARES CAPITAL CORPORATION, as collateral agent (in such capacity, together with its successors and permitted assigns the, “*Collateral Agent*”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

W I T N E S S E T H:

WHEREAS, ATHLETIC CLUB HOLDINGS, INC., a Delaware corporation (the “*Parent Guarantor*”), THE ALASKA CLUB PARTNERS, LLC, a Washington limited liability company (the “*TACP*”), ATHLETIC CLUB PARTNERS LLC, a Washington limited liability company (“*ACP*”), THE ALASKA CLUB, INC., an Alaska corporation (together with TACP and ACP, the “*Borrowers*”), the other Credit Parties party thereto, the Lenders party thereto, BANK OF THE WEST, a California banking corporation, as administrative agent (together with its successors and assigns in such capacity, “*Administrative Agent*”), and the Collateral Agent, are parties to the Second Amended and Restated Credit Agreement, dated as of October 31, 2014 (as amended, modified, restated or supplemented from time to time, the “*Credit Agreement*”), pursuant to which the Lenders and Letter of Credit Issuer have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

WHEREAS, Lenders and Letter of Credit Issuer are willing to extend credit and make certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to the Collateral Agent for the benefit of the Secured Creditors (a) that certain Assumption Agreement, dated as of the date hereof, among the Grantors and the other Grantors (as defined in the Security Agreement) party thereto in favor of the Collateral Agent, joining FLY TRAMPOLINE PARK, INC., an Alaska corporation, and FLY TRAMPOLINE PARK II, INC., an Alaska corporation, to that certain Security Pledge Agreement, dated as of October 11, 2007 (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the Credit Agreement, the “*Security Agreement*”) among the Grantors, the other Grantors (as defined therein) party thereto and the Collateral Agent, and (b) this Agreement.

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “*Trademarks*” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, print and labels of each Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “*intent to use*” application unless and until a verified “*Statement of Use*” or “*Amendment to Allege Use*” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application) .

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to the Collateral Agent a continuing second priority security interest (subject only to Liens permitted to be prior under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the “*Trademark Collateral*”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Collateral Agent, and it shall not be necessary for the Collateral Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and permitted assigns under the Credit Agreement.


7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

GRANTOR:

FLY TRAMPOLINE PARK, INC.,
an Alaska corporation

By: 
Name: *Mike Guderian*
Title: *President*

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as Collateral Agent

By: 

Name:

Title: Ian Fitzgerald


Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006532 FRAME: 0703

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Serial Number	Filing Date	Owner/Applicant	Filing Office
	89632	October 25, 2017	Fly Trampoline Park, Inc.	State of Alaska

TRADEMARK APPLICATIONS

Mark	Serial Number	Filing Date	Owner/Applicant	Filing Office
	87482337	June 9, 2017	Fly Trampoline Park, Inc.	United States Patent and Trademark Office