

900492816 04/05/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flywheel Sports, Inc.		04/05/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY <i>LLC</i> : DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	87428148	FLY FIERCE
Serial Number:	87901908	FLYDRATE
Serial Number:	87683896	FLYANYWHERE
Serial Number:	87682644	FLY ANYWHERE
Serial Number:	87553164	THE FLY CHALLENGE
Serial Number:	87553225	FLY FAM
Serial Number:	87534102	FLY FITNESS
Serial Number:	87553240	FLY CASH
Serial Number:	87553198	FLY TECH
Serial Number:	87553179	THE FLY SHOP
Serial Number:	87553087	FLYWHEEL
Serial Number:	87553109	FLY
Serial Number:	87553129	FLYWHEEL
Serial Number:	87553071	FLYWHEEL ANYWHERE
Serial Number:	87453266	FLY
Serial Number:	87453290	FLYBARRE
Serial Number:	87453282	FLYWHEEL
Serial Number:	86900571	POWER YOUR LIFE
Serial Number:	86246605	FLYWHEEL

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Property Type	Number	Word Mark
Serial Number:	86163503	POWER UP
Serial Number:	85203481	FLYBARRE
Serial Number:	85199964	FLYWHEEL
Serial Number:	85980722	FLY BARRE
Serial Number:	85773008	TORQBOARD
Serial Number:	85748826	FLY BARRE
Serial Number:	85554414	STADIUM CYCLING
Serial Number:	85553734	FLY FLYWHEEL SPORTS
Serial Number:	85553715	FLY FLYWHEEL
Serial Number:	85553705	FLYWHEEL
Serial Number:	85369770	FLY
Serial Number:	85368557	NEVER COAST
Serial Number:	85368555	NEVER COAST
Serial Number:	85368554	NEVER COAST
Serial Number:	77865300	FLYWHEEL SPORTS
Serial Number:	77865290	FLYWHEEL SPORTS
Serial Number:	88094437	FLY ON DEMAND
Serial Number:	88094452	FLYRECOVER
Serial Number:	88094475	FLYBARRE

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 21496925741

Email: blove@akingump.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 1333 New Hampshire Avenue, N.W.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 697820.0003

NAME OF SUBMITTER: Brenda Love

SIGNATURE: /Brenda Love/

DATE SIGNED: 04/05/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2019 (this "Agreement"), among Flywheel Sports Parent, Inc., a Delaware corporation ("Holdings"), Flywheel Sports, Inc., a Delaware corporation, located at 53 West 23rd Street, 9th Fl, New York, NY 10011 (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and Cortland Capital Market Services LLC, located at 225 W. Washington St., 9th Floor Chicago, Illinois 60606 ("Cortland"), as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement, dated as of April 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders from time to time party thereto and Cortland, as Administrative Agent, and (b) the Second Lien Guarantee and Collateral Agreement, dated as of April 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and Cortland, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(b) all exclusive Trademark Licenses under which any Grantor is a licensee, including those listed on Schedule II.

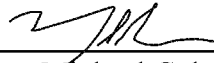
SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FLYWHEEL SPORTS, INC.

By:  _____
Name: Michael Cohen
Title: Chief Financial Officer

CORTLAND CAPITAL MARKET SERVICES
LLC, as Administrative Agent

By:  _____

Name:



Title:

Matthew Trybula
Associate Counsel

SCHEDULE I

Trademarks/Trade Names Owned by Flywheel Sports, Inc.

U.S. Trademark Registrations and Applications

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
FLY FIERCE	87428148	April 27, 2017	5504415	June 26, 2018
FLYDRATE	87901908	May 1, 2018		
FLYANYWHERE (Stylized) <i>FLYANYWHERE</i>	87683896	November 14, 2017		
FLY ANYWHERE	87682644	November 13, 2017		
THE FLY CHALLENGE	87553164	August 2, 2017	5426938	March 20, 2018
FLY FAM	87553225	August 2, 2017	5401638	February 13, 2018
FLY FITNESS	87534102	July 19, 2017		
FLY CASH	87553240	August 2, 2017		
FLY TECH	87553198	August 2, 2017		
THE FLY SHOP	87553179	August 2, 2017	5608069	November 13, 2018
FLYWHEEL	87553087	August 2, 2017		
FLY & Design 	87553109	August 2, 2017	5587504	October 16, 2018
FLYWHEEL (Stylized) <i>FLYWHEEL</i>	87553129	August 2, 2017		
FLYWHEEL ANYWHERE	87553071	August 2, 2017		
FLY & Design 	87453266	May 17, 2017	5346398	November 28, 2017

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
FLYBARRE (Stylized) FLYBARRE	87453290	May 17, 2017	5340759	November 21, 2017
FLYWHEEL (Stylized) FLYWHEEL	87453282	May 17, 2017	5340758	November 21, 2017
POWER YOUR LIFE	86900571	February 8, 2016	5387263	January 23, 2018
FLYWHEEL	86246605	April 9, 2014	4677824	January 27, 2015
POWER UP	86163503	January 13, 2014	4547751	June 10, 2014
FLYBARRE	85203481	December 21, 2010	4109992	March 6, 2012
FLYWHEEL	85199964	December 16, 2010	3985839	June 28, 2011
FLY BARRE & Design 	85980722	October 9, 2012	4508181	April 1, 2014
TORQBOARD	85773008	November 6, 2012	4576609	July 29, 2014
FLY BARRE & Design 	85748826	October 9, 2012	4679306	January 27, 2015 *
STADIUM CYCLING	85554414	February 28, 2012	4270062	January 1, 2013
FLY FLYWHEEL SPORTS & Design  <small>FLY WHEEL SPORTS</small>	85553734	February 27, 2012	4225193	October 16, 2012
FLY FLYWHEEL & Design  FLYWHEEL	85553715	February 27, 2012	4217593	October 2, 2012
FLYWHEEL	85553705	February 27, 2012	4217592	October 2, 2012
FLY & Design 	85369770	July 12, 2011	4203459	September 4, 2012
NEVER COAST	85368557	July 11, 2011	4207416	September 11, 2012
NEVER COAST	85368555	July 11, 2011	4207415	September 11, 2012

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
NEVER COAST	85368554	July 11, 2011	4207414	September 11, 2012
FLYWHEEL SPORTS	77865300	November 4, 2009	3938710	March 29, 2011
FLYWHEEL SPORTS	77865290	November 4, 2009	4102794	February 21, 2012
FLY ON DEMAND	88094437	August 27, 2018		
FLYRECOVER	88094452	August 27, 2018		
FLYBARRE	88094475	August 27, 2018		

SCHEDULE II

Trademark Licenses

None.