

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543798

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RSG Acquisitions, LLC		10/03/2019	Limited Liability Company: DELAWARE
BARGAIN FITNESS OPERATING, LLC		10/03/2019	Limited Liability Company: FLORIDA
CLEVER TRAINING OPERATING CO, LLC		10/03/2019	Limited Liability Company: DELAWARE
DIGITAL BUSINESS OPERATING, LLC		10/03/2019	Limited Liability Company: FLORIDA
FSSS OPERATING, LLC		10/03/2019	Limited Liability Company: FLORIDA
HEART MONITOR OPERATING, LLC		10/03/2019	Limited Liability Company: FLORIDA
OLYMPIA SPORTS ACQUISITIONS, LLC		10/03/2019	Limited Liability Company: DELAWARE
PROJECT RUNNING SPECIALTIES, INC.		10/03/2019	Corporation: DELAWARE
SPLASH BOUTIQUE OPERATING, LLC		10/03/2019	Limited Liability Company: FLORIDA
THE RUNNING SPECIALTY GROUP ACQUISITIONS 1, LLC		10/03/2019	Limited Liability Company: INDIANA
THE RUNNING SPECIALTY GROUP, LLC		10/03/2019	Limited Liability Company: INDIANA

## RECEIVING PARTY DATA

<b>Name:</b>	SECOND AVENUE CAPITAL PARTNERS LLC
<b>Street Address:</b>	75 Second Avenue
<b>City:</b>	Needham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02494
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
<b>Registration Number:</b>	3753421	GREATER BOSTON RUNNING COMPANY

OP \$1140.00 3753421

Property Type	Number	Word Mark
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:	5753502	RUN BOULDER
Registration Number:	4816273	RUNNING FIT
Registration Number:	4816272	RUNNING FIT
Registration Number:	4243481	CAPITAL RUNWALK
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:	5556098	
Registration Number:	5556099	
Registration Number:	5481811	JACKRABBIT.COM
Registration Number:	4492775	NEW JERSEY RUNNING COMPANY
Registration Number:	5418839	
Registration Number:	5418837	
Registration Number:	4236910	CLEVER TRAINING

Property Type	Number	Word Mark
Registration Number:	4236890	CLEVER TRAINING
Registration Number:	4747023	
Registration Number:	4486596	SURF OUTFITTER
Registration Number:	4719489	SPLASH BOUTIQUE
Registration Number:	4719490	SPLASH BOUTIQUE
Registration Number:	3535524	OLYMPIA EDGE

**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:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1136855
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	10/03/2019

**Total Attachments: 18**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of October 3, 2019, by and among (a) RSG ACQUISITIONS, LLC, a Delaware limited liability company (the “Lead Borrower”), (b) each of the other entities listed on the signature pages hereto or from time to time party hereto by execution of a joinder agreement (collectively with the Lead Borrower, individually, as a “Grantor” and, collectively with any other Person now or hereafter party hereto, as the “Grantors”), and (d) SECOND AVENUE CAPITAL PARTNERS LLC, as administrative agent and a co-collateral agent (hereinafter, “Agent”), for its own benefit and the benefit of the other Lenders (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), by, among others, (i) the Grantors, (ii) the Lenders from time to time party thereto (each, individually, a “Lender” and, collectively, the “Lenders”) and (iii) the Agent and (iv) and Crystal Financial LLC, as a lender and a co-collateral agent, pursuant to which the Lenders have agreed to make Loans to the Borrowers (defined herein), upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, each of the Grantors, among others, has granted to the Agent (for its own benefit and the benefit of the other Lenders) a security interest in and to the Collateral (as defined in the Credit Agreement), as security for the Obligations; and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor confirms its grant of security interest provided in the Credit Agreement and further grants to the Agent (for its own benefit and the benefit of the other Lenders) a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent, for its own behalf and on behalf of the other Lenders (and each of their respective successors or assigns), hereby agree as follows:

### SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Agent” shall have the meaning assigned to such term in the Preamble of this Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Lead Borrower” shall have the meanings assigned to such terms in the Preamble of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on EXHIBIT B annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on

EXHIBIT C annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on EXHIBIT C annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 and 1.3 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for its own benefit and the benefit of the other Lenders) under the Credit Agreement, and as further security for the prompt payment or performance, as the case may be, of all Obligations, each of the Grantors hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the other Lenders) a continuing security interest in and Lien upon all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything contained herein to the contrary, in no event shall the security interest granted under this SECTION 2 include any Excluded Property.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) EXHIBIT A is a true, correct and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) EXHIBIT B is a true, correct and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) EXHIBIT C is a true, correct and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in EXHIBITS A, B and C, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. Such Grantor considers that the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor shall give the Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

**SECTION 5. Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Agent an updated EXHIBIT A, B, and/or C



(as applicable) to this Agreement and hereby authorizes the Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. So long as no Event of Default shall have occurred and be continuing, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Agent with written notice of any Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Grantors, may terminate or limit the Grantors' rights under this SECTION 6.

SECTION 7. Agent's Actions To Protect Intellectual Property. In the event of:

(a) any Grantor's failure to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder and such failure continues for ten (10) days after the earlier of such Grantor's knowledge of a breach of any such covenant, agreement or other obligation or such Grantor's receipt of notice from the Agent of any such breach; and/or

(b) the occurrence and continuance of any other Event of Default, the Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Agent may exercise all rights and remedies of a secured party under the UCC, with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

SECTION 9. Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Agent and the other Lenders:

(i) To supplement and amend from time to time EXHIBITS A, B and C of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Agent.

SECTION 10. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and the Credit Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for its own benefit and the benefit of the other Lenders, under the Credit Agreement. All provisions of the Credit Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Credit Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral.

a) Any Lien upon any IP Collateral will be released automatically if the IP Collateral constitutes property being sold, transferred or disposed of in a disposition of assets in accordance with Section 9.2.8 of the Credit Agreement upon receipt by the Agent of the proceeds thereof to the extent required by the Credit Agreement. Upon at least two (2) Business Days prior written request by the applicable Grantor, the Agent shall execute such documents as may be necessary to evidence the release of the Liens upon any IP Collateral described in this Section 13(a); provided, however, that (i) the Agent shall not be required to execute any such document on terms which, in its reasonable opinion, would, under Applicable Law, expose the Agent to liability or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of any Grantor in respect of) all interests retained by any Grantor, including, without limitation, the proceeds of any sale, all of which shall continue to constitute part of the IP Collateral.

b) Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate upon payment in full of the Obligations in accordance with Section 5.2.3 of the Credit Agreement, at which time the Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination, in each case in form and substance reasonably satisfactory to the Agent; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by any Lender upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Agent or any other Lender.

SECTION 14. Choice of Laws. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY APPLICABLE LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

[Signature Pages Follow]

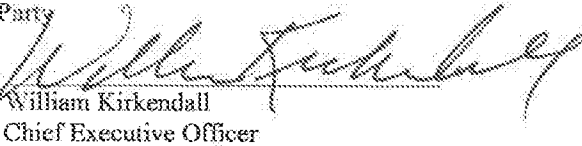
IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

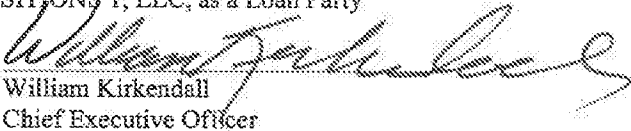
RSG ACQUISITIONS, LLC, as Lead Borrower

By:   
Name: William Kirkendall  
Title: Chief Executive Officer


THE RUNNING SPECIALTY GROUP, LLC, as  
a Loan Party

By:   
Name: William Kirkendall  
Title: Chief Executive Officer


THE RUNNING SPECIALTY GROUP  
ACQUISITIONS 1, LLC, as a Loan Party

By:   
Name: William Kirkendall  
Title: Chief Executive Officer

CLEVER TRAINING OPERATING CO, LLC,  
as a Loan Party

By:   
Name: William Kirkendall  
Title: Chief Executive Officer

BARGAIN FITNESS OPERATING, LLC, as a  
Loan Party

By:   
Name: William Kirkendall  
Title: Chief Executive Officer

DIGITAL BUSINESS OPERATING, LLC, as a  
Loan Party

By:   
Name: William Kirkendall  
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

FSSS OPERATING, LLC, as a Loan Party

By: 

Name: William Kirkendall

Title: Chief Executive Officer

HEART MONITOR OPERATING, LLC, as a  
Loan Party

By: 

Name: William Kirkendall

Title: Chief Executive Officer

SPLASH BOUTIQUE OPERATING, LLC, as a  
Loan Party

By: 

Name: William Kirkendall

Title: Chief Executive Officer

OLYMPIA SPORTS ACQUISITIONS, LLC, as  
a Loan Party

By: 

Name: William Kirkendall

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**AGENT:**

**SECOND AVENUE CAPITAL PARTNERS, LLC**  
as Administrative Agent and as a Co-Collateral Agent

By: 

Name: Mark Gallivan

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006763 FRAME: 0364**

**EXHIBIT A**

**List of Copyrights and Copyright Licenses**

**Copyright Registrations**

None.

**Copyright Licenses**

None.

**EXHIBIT B**

**List of Patents and Patent Licenses**

**Patent Registrations**

None.

**Patent Licenses**

None.



## EXHIBIT C

### List of Trademarks and Trademark Licenses

#### **Trademark Registrations**

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Registration Date</u>	<u>Registration No.</u>
The Running Specialty Group Acquisitions 1, LLC	GREATER BOSTON RUNNING COMPANY	Active	2/23/2010	3753421
The Running Specialty Group Acquisitions 1, LLC	PRINCETON RUNNING COMPANY	Active	1/20/2009	3563360
The Running Specialty Group Acquisitions 1, LLC	TEXAS RUNNING COMPANY	Active	2/9/2010	3747992
The Running Specialty Group Acquisitions 1, LLC	NEW YORK RUNNING COMPANY	Active	10/30/2012	4233255
The Running Specialty Group Acquisitions 1, LLC	RUN ON!	Active	1/22/2013	4278906
The Running Specialty Group Acquisitions 1, LLC	RUNNING INSTITUTE OF TEXAS	Active	6/18/2013	4352801
The Running Specialty Group Acquisitions 1, LLC	BLUEMILE	Active	4/5/2011	3942172
The Running Specialty Group Acquisitions 1, LLC	RUNNING SPOT	Active	1/1/2002	2524832
The Running Specialty Group Acquisitions 1, LLC	SIT TO FIT	Active	10/29/2013	4425485

The Running Specialty Group Acquisitions 1, LLC	WHERE FIT HAPPENS	Active	4/1/2014	4505362
The Running Specialty Group Acquisitions 1, LLC	Running Spot Design	Active	1/20/2015	4673783
The Running Specialty Group Acquisitions 1, LLC	BOULDER RUNNING COMPANY	Active	12/8/2015	4865344
The Running Specialty Group Acquisitions 1, LLC	BOULDER RUNNING COMPANY & Mountain Design	Active	12/8/2015	4865345
The Running Specialty Group Acquisitions 1, LLC	I RUN THIS TOWN	Active	3/1/2005	2928811
The Running Specialty Group Acquisitions 1, LLC	RUN BOULDER	Active	5/14/2019	5753502
The Running Specialty Group Acquisitions 1, LLC	RUNNING FIT	Active	9/22/2015	4816273
The Running Specialty Group Acquisitions 1, LLC	RUNNING FIT and Design	Active	9/22/2015	4816272
The Running Specialty Group Acquisitions 1, LLC	CAPITAL RUNWALK	Active	11/13/2012	4243481
The Running Specialty Group Acquisitions 1, LLC	RUN TEXAS	Active	4/29/2014	4521400

The Running Specialty Group Acquisitions 1, LLC	RUN COLORADO	Active	6/23/2015	4760655
The Running Specialty Group Acquisitions 1, LLC	RUN COLORADO	Active	6/23/2015	4760654
The Running Specialty Group Acquisitions 1, LLC	RUN COLORADO	Active	10/9/2012	4220145
The Running Specialty Group Acquisitions 1, LLC	RUN CALIFORNIA	Active	10/15/2013	4417372
The Running Specialty Group Acquisitions 1, LLC	RUN NEW MEXICO	Active	10/15/2013	4417352
The Running Specialty Group Acquisitions 1, LLC	RUN COLORADO	Active	10/15/2013	4419846
The Running Specialty Group Acquisitions 1, LLC	JACKRABBIT	Active	10/15/2013	4416687
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Old Design	Active	12/4/2012	4252723
The Running Specialty Group Acquisitions 1, LLC	NYC RUNNING SHOW	Active	1/24/2012	4092506
The Running Specialty Group Acquisitions 1, LLC	NOT SOMEDAY... TODAY	Active	2/18/2014	4483678
The Running Specialty Group Acquisitions 1, LLC	BOULDER FOR MEN	Active	6/25/2013	4358834

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The Running Specialty Group Acquisitions 1, LLC	BOULDER	Active	6/25/2013	4358833
The Running Specialty Group Acquisitions 1, LLC	RUN REWARDS	Active	2/23/2010	5020289
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Design (no color)	Active	9/4/2018	5556098
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Design (color)	Active	9/4/2018	5556099
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit.com	Active	5/29/2018	5481811
The Running Specialty Group Acquisitions 1, LLC	NEW JERSEY RUNNING COMPANY	Active	3/4/2014	4492775
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Design	Active	3/6/2018	5418839
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Design	Active	3/6/2018	5418837
Clever Training Operating Co, LLC	Clever Training	Active	11/6/2012	4,236,910
Clever Training Operating Co, LLC	Clever Training	Active	11/6/2012	4,236,890
Clever Training Operating Co, LLC	Surf Outfitter Logo	Active	6/2/2015	4,747,023
Clever Training Operating Co, LLC	Surf Outfitter	Active	2/18/2014	4,486,596

Clever Training Operating Co, LLC	Splash Boutique	Active	4/14/2015	4,719,489
Clever Training Operating Co, LLC	Splash Boutique	Active	4/14/2015	4,719,490
Olympia Sports Acquisitions, LLC	Olympia Edge	Active	11/18/2008	3,535,524

**Trademark Licenses**

None.

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