TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spartan Race, Inc.		07/29/2020	Corporation: DELAWARE
OCR US Holdings, LLC		07/29/2020	Limited Liability Company: DELAWARE
Spartan Trail Holdings, Inc.		07/29/2020	Corporation: DELAWARE
Spartan Race Holdings Company, Inc.		07/29/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street
Internal Address:	One Independence Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 139

Property Type	Number	Word Mark
Registration Number:	5207634	AGOGE
Registration Number:	5211773	AGOGE
Registration Number:	4309150	ARCTIC ENEMA
Registration Number:	4323969	BERLINS WALLS
Registration Number:	4803817	BIRTH CANAL
Registration Number:	4484521	CAGE CRAWL
Registration Number:	4674215	
Registration Number:	4803823	CRY BABY
Registration Number:	6113914	DEATH RACE
Serial Number:	87485814	DEATH RACE
Registration Number:	4309154	ELECTROSHOCK THERAPY
Registration Number:	4313102	EVEREST
Registration Number:	5007908	EVERYBODY HAS AN ATHLETE WITHIN
Registration Number:	4484526	GLORY BLADES

CH $3490.00 5207634

Property Type	Number	Word Mark
Registration Number:	4484516	HANGIN TOUGH
Registration Number:	5413258	
Serial Number:	87296238	
Serial Number:	88341979	
Registration Number:	5639862	
Registration Number:	4210042	
Registration Number:	4225314	
Registration Number:	6037366	
Registration Number:	5687251	
Registration Number:	5687252	
Registration Number:	5717373	
Registration Number:	5785460	
Registration Number:	5829001	
Registration Number:	5829132	
Registration Number:	5788327	
Registration Number:	5950551	
Registration Number:	5967857	
Registration Number:	4134724	HOLD YOUR WOOD
Registration Number:	5045324	HURRICANE HEAT
Registration Number:	4803820	KING OF THE SWINGERS
Registration Number:	4131540	KISS OF MUD
Registration Number:	5119964	MINI MUDDER
Registration Number:	4888098	MINI MUDDER
Registration Number:	5659048	MODERN DAY AGOGE
Registration Number:	4527038	MUDDER
Registration Number:	4813919	MUDDER LEGION
Registration Number:	4241513	MUDDER NATION
Registration Number:	4552917	MUDDERELLA
Registration Number:	4553072	MUDDERELLA
Registration Number:	4703270	MUDDER'S DAY MADNESS 5K
Registration Number:	4553074	OWN YOUR STRONG
Registration Number:	3847132	PEAK
Registration Number:	5758181	
Registration Number:	3847135	PEAK DEATH RACE
Registration Number:	3847133	PEAK RACES
Registration Number:	5758180	PEAK SERIES GO BEYOND YOUR LIMITS
Registration Number:	4121748	PROBABLY THE TOUGHEST EVENT ON THE PLANE
Registration Number:	4573450	RINSE + REVIVE

Property Type	Number	Word Mark
Registration Number:	4557089	
Registration Number:	5956567	SGX
Serial Number:	87070863	SPARTAN
Registration Number:	5592786	SPARTAN
Registration Number:	5906029	SPARTAN
Registration Number:	5891924	SPARTAN
Registration Number:	5897801	SPARTAN
Registration Number:	5206149	SPARTAN
Registration Number:	5571049	SPARTAN
Registration Number:	5921873	SPARTAN
Registration Number:	5880258	SPARTAN
Registration Number:	5915460	SPARTAN
Registration Number:	5915461	SPARTAN
Registration Number:	5717372	SPARTAN
Registration Number:	5904142	SPARTAN
Registration Number:	6038427	SPARTAN
Registration Number:	6011552	SPARTAN
Registration Number:	3361490	SPARTAN
Registration Number:	3654111	SPARTAN
Registration Number:	5890979	SPARTAN ATHLETE
Registration Number:	5890980	SPARTAN ATHLETE
Registration Number:	5217940	SPARTAN BEAST
Registration Number:	4593296	SPARTAN COACHING
Registration Number:	6108472	SPARTAN COMBAT
Registration Number:	5952813	SPARTAN COMBAT
Registration Number:	6075687	SPARTAN EDGE
Registration Number:	5083810	SPARTAN EDGE
Registration Number:	5703443	SPARTAN FUEL
Registration Number:	4956107	SPARTAN GEAR
Registration Number:	5885399	SPARTAN HEALTH
Registration Number:	5885400	SPARTAN HEALTH
Registration Number:	5955978	SPARTAN HONOR SERIES
Registration Number:	5808258	SPARTAN KIDS
Registration Number:	5150228	SPARTAN KITCHEN
Registration Number:	5709831	SPARTAN MIND
Registration Number:	5727287	SPARTAN MIND
Registration Number:	5967856	SPARTAN PRESS
Registration Number:	5644437	SPARTAN PRESS

Property Type	Number	Word Mark
Registration Number:	5908441	SPARTAN PRO
Registration Number:	3922752	SPARTAN RACE
Registration Number:	4221919	SPARTAN RACE
Registration Number:	5022616	· SPARTAN RACE · ENDURANCE
Registration Number:	5217939	SPARTAN SPRINT
Registration Number:	5880152	SPARTAN STAND
Registration Number:	5880153	SPARTAN STAND
Registration Number:	5222200	SPARTAN SUPER
Registration Number:	4428176	SPARTAN TRAINING
Registration Number:	5217941	SPARTAN TRIFECTA
Registration Number:	5222201	SPARTAN ULTRA BEAST
Registration Number:	5033299	SPARTAN UP
Registration Number:	5218654	SPARTAN UP!
Registration Number:	5794696	SPARTAN WAY
Registration Number:	5794697	SPARTAN WAY
Registration Number:	5633046	SPARTAN WRESTLING CAMP
Registration Number:	5748076	SPARTAN X
Registration Number:	5908414	SPARTAN: ULTIMATE TEAM CHALLENGE
Registration Number:	5950564	SPARTANKIDS
Registration Number:	6013987	SPARTANKIDS
Registration Number:	5829140	SPARTANKIDS
Serial Number:	88833121	SPARTANOLOGY
Registration Number:	5007590	SPECIAL SPARTANS
Registration Number:	5007822	SPECIAL SPARTANS EVERYBODY HAS AN ATHLET
Registration Number:	4825849	THE HANGOVER
Registration Number:	4803822	THE LIBERATOR
Registration Number:	5057368	THE SPARTAN CODE
Registration Number:	5365438	THE SPARTAN CODE DISCIPLINE · INTEGRITY·
Registration Number:	5898195	THE SPARTAN DEATH RACE
Registration Number:	3810118	TOUGH MUDDER
Registration Number:	4465111	TOUGH MUDDER
Registration Number:	4439609	TOUGH MUDDER
Registration Number:	4131912	TOUGH MUDDER
Registration Number:	4308918	TOUGH MUDDER
Registration Number:	4552330	TOUGH MUDDER
Registration Number:	4585429	TOUGH MUDDER
Registration Number:	5541369	TOUGH MUDDER HALF
Registration Number:	5566565	TOUGHER MUDDER

Property Type	Number	Word Mark
Registration Number:	5408645	TOUGHEST MUDDER
Registration Number:	5414040	TOUGHEST MUDDER
Registration Number:	6020131	TRANSFORM THE IMPOSSIBLE
Registration Number:	4871491	URBAN MUDDER
Registration Number:	4906162	URBAN MUDDER
Registration Number:	4763544	WORLD'S TOUGHEST MUDDER
Registration Number:	5329834	WORLD'S TOUGHEST MUDDER
Registration Number:	3847136	YOU MAY DIE
Serial Number:	87087553	SPARTAN
Serial Number:	87087556	SPARTAN
Serial Number:	88975003	SPARTAN

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.

Phone: 6177576506

Email: trademark@bowditch.com

Correspondent Name: Heather E Balmat

Address Line 1: 311 Main Street

Address Line 2: PO Box 15156

Address Line 4: Worcester, MASSACHUSETTS 01608

NAME OF SUBMITTER:	Heather E. Balmat
SIGNATURE:	/Heather E. Balmat/
DATE SIGNED:	07/29/2020

Total Attachments: 23

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2020, is among Spartan Race, Inc., a Delaware corporation ("Spartan"), OCR US Holdings, LLC, a Delaware limited liability company ("OCR"), Spartan Race Holdings Company, Inc., a Delaware corporation ("Spartan Holdings"), and Spartan Trail Holdings, Inc. a Delaware corporation ("Spartan Trail", collectively with Spartan, OCR, and Spartan Holdings, the "Debtors" and each a "Debtor"), and Bank of America, N.A., a national banking association (the "Secured Party").

Debtors, jointly and severally, and Secured Party hereby agree as follows:

SECTION 1. **Definitions; Interpretation.**

(a) **Terms Defined in Security Agreement**. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) **Certain Defined Terms**. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in § 2.

"Loan Agreement" means that certain Amended and Restated Loan Agreement, dated as of May 29, 2020, between Spartan and the Secured Party, as from time to time amended, modified, supplemented or restated.

"Security Agreement" means that certain Amended and Restated Security Agreement (Multiple Use), dated as of May 29, 2020, between each of the Debtors and Secured Party, as from time to time amended, modified, supplemented or restated.

"Guaranty" means that certain Continuing and Unconditional Guaranty, dated as of Mary 29, 2020, of OCR, Spartan Holdings and Spartan Trail in favor of Secured Party, as from time to time amended, modified, supplemented or restated.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Delaware.

(c) **Terms Defined in UCC**. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction**. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by any Debtors; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any"

includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. **Security Interest.**

(a) **Grant of Security Interest**. As security for the payment and performance of the Indebtedness (as defined the Security Agreement), Debtors hereby grant to Secured Party a security interest in, and a mortgage upon, all of Debtors' right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which any of the Debtors now have or hereafter own, acquire or develop an interest and wherever located (collectively, the "Collateral"):

(i) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) The entire goodwill of or associated with the business now or hereafter conducted by Debtors connected with and symbolized by any of the aforementioned properties and assets;

(iii) All general intangibles and all intangible intellectual or other similar property of Debtors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) All proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral;

provided that, the foregoing shall not include "intent to use" trademarks.

(b) **Continuing Security Interest**. Each of the Debtors agree that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with § 11.

SECTION 3. **Supplement to Loan Agreement, Security Agreement and Guaranty**. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement, Security Agreement, Guaranty or other security

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documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement, Security Agreement, Guaranty or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. **Representations and Warranties**. Debtors each represent and warrant to Secured Party that:

(a) **Trademarks**. As of the date hereof, a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by any of the Debtors, in whole or in part, is set forth in **Schedule A**.

SECTION 5. **Further Acts**. On a continuing basis, Debtors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtors' compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtors. In addition, Debtors authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtors shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtors shall immediately notify Secured Party in a writing signed by the Debtors of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. **Authorization to Supplement**. If Debtors shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtors shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtors' obligations under this § 6, each of the Debtors authorizes Secured Party to modify this Agreement by amending **Schedule A** to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. **Binding Effect**. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors, Secured Party and their respective successors and assigns. Debtors may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts, except as required by

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mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Massachusetts.

SECTION 9. **Entire Agreement; Amendment**. This Agreement and the Loan Agreement, Security Agreement and Guaranty, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in § 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, Security Agreement or Guaranty, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement, Security Agreement or Guaranty.

SECTION 10. **Counterparts**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. **Termination**. Upon payment and performance in full of all Indebtedness, the security interests created by this Agreement shall terminate and Secured Party (at Debtors' expense) shall promptly execute and deliver to Debtors such documents and instruments reasonably requested by Debtors as shall be necessary to evidence termination of all such security interests given by Debtors to Secured party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. **No Inconsistent Requirements**. Each of the Debtors acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtors each agree that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. **Severability**. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. **Notices**. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Remainder of page intentionally left blank]

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

SPARTAN RACE, INC.

DocuSigned by:
By: Jeffrey Connor
1F8FA0E28C8A49B...
Name: Jeffrey Connor
Title: Chief Operating Officer

OCR US HOLDINGS, LLC

DocuSigned by:
By: Jeffrey Connor
1F8FA0E28C8A49B...
Name: Jeffrey Connor
Title: Chief Operating Officer

SPARTAN RACE HOLDINGS COMPANY, INC.

DocuSigned by:
By: Jeffrey Connor
1F8FA0E28C8A49B...
Name: Jeffrey Connor
Title: Director and President

SPARTAN TRAIL HOLDINGS, INC.

DocuSigned by:
By: Jeffrey Connor
1F8FA0E28C8A49B...
Name: Jeffrey Connor
Title: Director and President

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BANK OF AMERICA, N.A.

DocuSigned by:

By: Joan Palazzo
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Name: Joan Palazzo
Title: Senior Vice President

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SCHEDULE A
to the Trademark Security Agreement

Debtors: Spartan, OCR, Spartan Holdings, Spartan Trail

U.S. Trademarks of Debtors

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
AGOGE & Helmet Logo	United States of America	Spartan Race, Inc.	86979402	5207634	Registered
AGOGE & Helmet Logo	United States of America	Spartan Race, Inc.	86903990	5211773	Registered
ARCTIC ENEMA	United States of America	Spartan Race, Inc.	85715205	4309150	Registered
BERLINS WALLS	United States of America	Spartan Race, Inc.	85715802	4323969	Registered
BIRTH CANAL	United States of America	Spartan Race, Inc.	86515663	4803817	Registered
CAGE CRAWL	United States of America	Spartan Race, Inc.	85971771	4484521	Registered
Color Orange (Square)	United States of America	Spartan Race, Inc.	86189056	4674215	Registered
CRY BABY	United States of America	Spartan Race, Inc.	86515713	4803823	Registered
DEATH RACE	United States of America	Spartan Race, Inc.	87485809	6113914	Registered
DEATH RACE	United States of America	Spartan Race, Inc.	87485814	7128120	Registered
ELECTROSHOCK THERAPY	United States of America	Spartan Race, Inc.	85715623	4309154	Registered

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TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
EVEREST	United States of America	Spartan Race, Inc.	85715591	4313102	Registered
EVERYBODY HAS AN ATHLETE WITHIN	United States of America	Spartan Race, Inc.	86851185	5007908	Registered
GLORY BLADES	United States of America	Spartan Race, Inc.	85971832	4484526	Registered
HANGIN TOUGH	United States of America	Spartan Race, Inc.	85971721	4484516	Registered
Helmet (Shield) Logo	United States of America	Spartan Race, Inc.	86739622	5413258	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	87296238	6108228	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	88341979	7115120	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	87979028	5639862	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	85562725	4210042	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	85562998	4225314	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	86942508	6037366	Registered

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TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
Helmet Logo	United States of America	Spartan Race, Inc.	87716687	5687251	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	87716691	5687252	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	87802976	5717373	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	88047298	5785460	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	88309357	5829001	Registered
Helmet Logo	United States of America	Spartan Race, Inc.	88338166	5829132	Registered
Helmet Logo (Podcast)	United States of America	Spartan Race, Inc.	87415283	5788327	Registered
Helmet Logo (Podcast)	United States of America	Spartan Race, Inc.	87415284	5950551	Registered
Helmet Logo (Pressed)	United States of America	Spartan Race, Inc.	87470914	5967857	Registered
HOLD YOUR WOOD	United States of America	Spartan Race, Inc.	85403562	4134724	Registered
HURRICANE HEAT	United States of America	Spartan Race, Inc.	86906778	5045324	Registered

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TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
KING OF THE SWINGERS	United States of America	Spartan Race, Inc.	86515683	4803820	Registered
KISS OF MUD	United States of America	Spartan Race, Inc.	85403646	4131540	Registered
MINI MUDDER	United States of America	Spartan Race, Inc.	86464578	5119964	Registered
MINI MUDDER	United States of America	Spartan Race, Inc.	86535541	4888098	Registered
MODERN DAY AGOGE	United States of America	Spartan Race, Inc.	87663065	5659048	Registered
MUDDER	United States of America	Spartan Race, Inc.	85964910	4527038	Registered
MUDDER LEGION	United States of America	Spartan Race, Inc.	86262485	4813919	Registered
MUDDER NATION	United States of America	Spartan Race, Inc.	85575337	4241513	Registered
MUDDERELLA	United States of America	Spartan Race, Inc.	85897953	4552917	Registered
MUDDERELLA & Design	United States of America	Spartan Race, Inc.	85938041	4553072	Registered
MUDDER'S DAY MADNESS 5K	United States of America	Spartan Race, Inc.	86341618	4703270	Registered

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TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
OWN YOUR STRONG	United States of America	Spartan Race, Inc.	85938075	4553074	Registered
PEAK	United States of America	Spartan Race, Inc.	77792974	3847132	Registered
Peak & Helmet Logo	United States of America	Spartan Race, Inc.	87367214	5758181	Registered
PEAK DEATH RACE	United States of America	Spartan Race, Inc.	77793056	3847135	Registered
PEAK RACES	United States of America	Spartan Race, Inc.	77792985	3847133	Registered
PEAK SERIES GO BEYOND YOUR LIMITS with Peak & Helmet Logo	United States of America	Spartan Race, Inc.	87367200	5758180	Registered
PROBABLY THE TOUGHEST EVENT ON THE PLANET	United States of America	Spartan Race, Inc.	85401264	4121748	Registered
RINSE + REVIVE	United States of America	Spartan Race, Inc.	85938097	4573450	Registered
Running Man Logo	United States of America	Spartan Race, Inc.	85895023	4557089	Registered
SGX	United States of America	Spartan Race, Inc.	87982324	5956567	Registered
SPARTAN	United States of America	Spartan Race, Inc.	87070863		Allowed

TRADEMARK
REEL: 007011 FRAME: 0019

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
SPARTAN	United States of America	Spartan Race, Inc.	86875183	5592786	Registered
SPARTAN	United States of America	Spartan Race, Inc.	87087550	5906029	Registered
SPARTAN	United States of America	Spartan Race, Inc.	87716702	5891924	Registered
SPARTAN	United States of America	Spartan Race, Inc.	87716706	5897801	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	86982026	5206149	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	86984075	5571049	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	87978042	5921873	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	86383534	5880258	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	87716693	5915460	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	87716695	5915461	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	87802975	5717372	Registered

TRADEMARK
REEL: 007011 FRAME: 0020

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	87883716	5904142	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	88341970	6038427	Registered
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	88370413	6011552	Registered
SPARTAN & Helmet Logo (profile view)	United States of America	Spartan Race, Inc.	77109515	3361490	Registered
SPARTAN & Helmet Logo (profile view)	United States of America	Spartan Race, Inc.	77636892	3654111	Registered
SPARTAN ATHLETE	United States of America	Spartan Race, Inc.	88394135	5890979	Registered
SPARTAN ATHLETE	United States of America	Spartan Race, Inc.	88394143	5890980	Registered
SPARTAN BEAST	United States of America	Spartan Race, Inc.	87220041	5217940	Registered
SPARTAN COACHING	United States of America	Spartan Race, Inc.	85564408	4593296	Registered
SPARTAN COMBAT	United States of America	Spartan Race, Inc.	88041983	6108472	Registered
SPARTAN COMBAT	United States of America	Spartan Race, Inc.	88047299	5952813	Registered

TRADEMARK
REEL: 007011 FRAME: 0021

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
SPARTAN EDGE	United States of America	Spartan Race, Inc.	88120282	6075687	Registered
SPARTAN EDGE & Helmet Logo	United States of America	Spartan Race, Inc.	86939483	5083810	Registered
SPARTAN FUEL	United States of America	Spartan Race, Inc.	85567313	5703443	Registered
SPARTAN GEAR	United States of America	Spartan Race, Inc.	85564367	4956107	Registered
SPARTAN HEALTH	United States of America	Spartan Race, Inc.	88392657	5885399	Registered
SPARTAN HEALTH	United States of America	Spartan Race, Inc.	88392658	5885400	Registered
SPARTAN HONOR SERIES	United States of America	Spartan Race, Inc.	87409453	5955978	Registered
SPARTAN KIDS	United States of America	Spartan Race, Inc.	87981103	5808258	Registered
SPARTAN KITCHEN	United States of America	Spartan Race, Inc.	87087560	5150228	Registered
SPARTAN MIND	United States of America	Spartan Race, Inc.	88109339	5709831	Registered
SPARTAN MIND	United States of America	Spartan Race, Inc.	88109341	5727287	Registered

TRADEMARK
REEL: 007011 FRAME: 0022

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
SPARTAN PRESS	United States of America	Spartan Race, Inc.	87470743	5967856	Registered
SPARTAN PRESS & Helmet Logo	United States of America	Spartan Race, Inc.	87470731	5644437	Registered
SPARTAN PRO	United States of America	Spartan Race, Inc.	87018304	5908441	Registered
SPARTAN RACE	United States of America	Spartan Race, Inc.	85076958	3922752	Registered
SPARTAN RACE	United States of America	Spartan Race, Inc.	85562967	4221919	Registered
SPARTAN RACE ENDURANCE Logo	United States of America	Spartan Race, Inc.	86903996	5022616	Registered
SPARTAN SPRINT	United States of America	Spartan Race, Inc.	87220032	5217939	Registered
SPARTAN STAND	United States of America	Spartan Race, Inc.	88394138	5880152	Registered
SPARTAN STAND	United States of America	Spartan Race, Inc.	88394141	5880153	Registered
SPARTAN SUPER	United States of America	Spartan Race, Inc.	87220038	5222200	Registered
SPARTAN TRAINING	United States of America	Spartan Race, Inc.	85845532	4428176	Registered

TRADEMARK
REEL: 007011 FRAME: 0023

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
SPARTAN TRIFECTA	United States of America	Spartan Race, Inc.	87220044	5217941	Registered
SPARTAN ULTRA BEAST	United States of America	Spartan Race, Inc.	87220048	5222201	Registered
SPARTAN UP	United States of America	Spartan Race, Inc.	86979820	5033299	Registered
SPARTAN UP!	United States of America	Spartan Race, Inc.	87296240	5218654	Registered
SPARTAN WAY	United States of America	Spartan Race, Inc.	88286702	5794696	Registered
SPARTAN WAY	United States of America	Spartan Race, Inc.	88286703	5794697	Registered
SPARTAN WRESTLING CAMP	United States of America	Spartan Race, Inc.	88007764	5633046	Registered
SPARTAN X	United States of America	Spartan Race, Inc.	86827955	5748076	Registered
SPARTAN: ULTIMATE TEAM CHALLENGE	United States of America	Spartan Race, Inc.	86942469	5908414	Registered
SPARTANKIDS	United States of America	Spartan Race, Inc.	87438346	5950564	Registered
SPARTANKIDS & Helmet Logo	United States of America	Spartan Race, Inc.	87438462	6013987	Registered

TRADEMARK
REEL: 007011 FRAME: 0024

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
SPARTANKIDS & Helmet Logo	United States of America	Spartan Race, Inc.	88341974	5829140	Registered
SPARTANOLOGY	United States of America	Spartan Race, Inc.	88833121		Published
SPECIAL SPARTANS	United States of America	Spartan Race, Inc.	86845635	5007590	Registered
SPECIAL SPARTANS EVERYBODY HAS AN ATHLETE WITHIN & Design	United States of America	Spartan Race, Inc.	86850044	5007822	Registered
THE HANGOVER	United States of America	Spartan Race, Inc.	86515740	4825849	Registered
THE LIBERATOR	United States of America	Spartan Race, Inc.	86515698	4803822	Registered
THE SPARTAN CODE	United States of America	Spartan Race, Inc.	86730219	5057368	Registered
THE SPARTAN CODE DISCIPLINE · INTEGRITY· SACRIFICE · COURAGE & Helmet Logo	United States of America	Spartan Race, Inc.	86739629	5365438	Registered
THE SPARTAN DEATH RACE & Skull Design	United States of America	Spartan Race, Inc.	87979744	5898195	Registered
TOUGH MUDDER	United States of America	Spartan Race, Inc.	77862682	3810118	Registered
TOUGH MUDDER	United States of America	Spartan Race, Inc.	85889216	4465111	Registered

TRADEMARK
REEL: 007011 FRAME: 0025

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
TOUGH MUDDER & Design (Orange Headband)	United States of America	Spartan Race, Inc.	85896107	4439609	Registered
TOUGH MUDDER & Design (Running Man w/Flames Logo)	United States of America	Spartan Race, Inc.	85407879	4131912	Registered
TOUGH MUDDER & Design (Running Man w/Flames Logo)	United States of America	Spartan Race, Inc.	85692214	4308918	Registered
TOUGH MUDDER & Design (Running Man w/Flames Logo)	United States of America	Spartan Race, Inc.	85696468	4552330	Registered
TOUGH MUDDER & Design (Running Man w/No Flames)	United States of America	Spartan Race, Inc.	85894969	4585429	Registered
TOUGH MUDDER HALF & Design (Running Man w/Flames Logo)	United States of America	Spartan Race, Inc.	86804465	5541369	Registered
TOUGHER MUDDER	United States of America	Spartan Race, Inc.	87333713	5566565	Registered
TOUGHEST MUDDER	United States of America	Spartan Race, Inc.	87271032	5408645	Registered
TOUGHEST MUDDER & Design (Man Encircled in Flames)	United States of America	Spartan Race, Inc.	87271170	5414040	Registered
TRANSFORM THE IMPOSSIBLE	United States of America	Spartan Race, Inc.	88286704	6020131	Registered
URBAN MUDDER	United States of America	Spartan Race, Inc.	86315762	4871491	Registered

TRADEMARK
REEL: 007011 FRAME: 0026

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
URBAN MUDDER & Design	United States of America	Spartan Race, Inc.	86539576	4906162	Registered
WORLD'S TOUGHEST MUDDER	United States of America	Spartan Race, Inc.	86401350	4763544	Registered
WORLD'S TOUGHEST MUDDER & Design	United States of America	Spartan Race, Inc.	87475050	5329834	Registered
YOU MAY DIE	United States of America	Spartan Race, Inc.	77793065	3847136	Registered

TRADEMARK
REEL: 007011 FRAME: 0027

Pending U.S. Trademark Applications of Debtors

Debtors: Spartan, OCR, Spartan Holdings, Spartan Trail

TRADEMARK	COUNTRY	OWNER	APP. NO.	REG. NO.	STATUS
SPARTAN	United States of America	Spartan Race, Inc.	87087553		Pending
SPARTAN	United States of America	Spartan Race, Inc.	87087556		Pending
SPARTAN & Helmet Logo	United States of America	Spartan Race, Inc.	88975003		Pending

REEL: 007011 FRAME: 0029

RECORDED: 07/29/2020