TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM594064

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	Trademark Release and Reassignment	
RESUBMIT DOCUMENT ID:	900562474	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABC Funding, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CrossFit, Inc.	
Street Address:	1500 Green Hills Rd., Suite 201	
City:	Scotts Valley	
State/Country:	CALIFORNIA	
Postal Code:	95066	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark	
Registration Number:	4122681	CROSSFIT	
Registration Number:	3826111	CROSSFIT	
Registration Number:	3007458	CROSSFIT	
Registration Number:	4053443	CROSSFIT	
Registration Number:	4049689	CROSSFIT	
Registration Number:	4017046	FIGHT GONE BAD	
Registration Number:	4049339	FITTEST ON EARTH	
Registration Number:	4049340	FITTEST ON EARTH	
Registration Number:	4079486	FORGING ELITE FITNESS	
Registration Number:	4048889	FORGING ELITE FITNESS	
Registration Number:	4047236	321GO!	
Registration Number:	4245769	CROSSFIT	
Registration Number:	4245774	FIGHT GONE BAD	
Registration Number:	4245772	FIGHT GONE BAD	

CORRESPONDENCE DATA

Fax Number: 2028427899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4156932000

Email: trademarks@cooley.com

Correspondent Name: John W. Crittenden

Address Line 1: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: Washington, D.C. 20004-2400

ATTORNEY DOCKET NUMBER: 341117-101

NAME OF SUBMITTER: Eunice Yu

SIGNATURE: /Eunice Yu/

DATE SIGNED: 08/25/2020

Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 1, 2020, by ABC Funding, LLC, as collateral agent ("<u>Agent</u>"), in favor of CrossFit, Inc., a Delaware corporation (the "<u>Grantor</u>"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or Trademark Security Agreement, as applicable (each defined below).

WITNESSETH:

WHEREAS, Grantor and/or its predecessors or affiliates and Agent were parties to that certain Guarantee and Collateral Agreement dated as of November 14, 2012 (the <u>Security Agreement</u>") and that certain Trademark Security Agreement dated as of November 14, 2012 (the <u>"Trademark Security Agreement"</u>) pursuant to which the Lenders agreed to extend credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered the Trademark Security Agreement, which was recorded with the Trademark Division of the U.S. Patent & Trademark Office on November 14, 2012, at Reel 4900 and Frame 0252; and

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in certain Trademark Collateral;

WHEREAS, the Grantor has satisfied and fulfilled all of its Obligations to release the Agent's and the Secured Parties' security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement, the Agent hereby agrees as follows:

- 1. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives, and assigns, hereby terminates, releases and discharges to Grantor the Agent's collateral assignment, mortgage, pledge and hypothecation, and Lien on and security interest in all of Grantor's rights, title, and interests in, to, and under the Trademark Collateral, including the Trademarks set forth on Schedule A hereto.
- 2. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives, and assigns, hereby reassigns, grants, and conveys to the Grantor, without any representation, recourse, or undertaking by Agent, any and all of Agent's rights, title, and interests in, to, and under the Trademark Collateral.
- 3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release and reassignment of the security interest contemplated hereby.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ABC FUNDING, LLC, as collateral agent

By: Name:

Title:

SCHEDULE A

U.S. Trademark Registrations and U.S. Trademark Applications

Mark	Reg. Date	Reg. No.
CROSSFIT	03-Apr-2012	4,122,681
CROSSFIT	27-Jul-2010	3,826,111
CROSSFIT	18-Oct-2005	3,007,458
CROSSFIT	08-Nov-2011	4,053,443
CROSSFIT	01-Nov-2011	4,049,689
FIGHT GONE BAD	23-Aug-2011	4,017,046
FITTEST ON EARTH	1-Nov-2011	4,049,339
FITTEST ON EARTH	1-Nov-2011	4,049,340
FORGING ELITE FITNESS	3-Jan-2012	4,079,486
FORGING ELITE FITNESS	1-Nov-2011	4,048,889
321GO!	25-Oct-2011	4,047,236
CROSSFIT	20-Nov-2012	4,245,769
FIGHT GONE BAD	20-Nov-2012	4,245,774
FIGHT GONE BAD	20-Nov-2012	4,245,772

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RECORDED: 08/04/2020

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