

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM595322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKY ZONE, LLC		09/01/2020	Limited Liability Company:
CIRCUSTRIX, LLC		09/01/2020	Limited Liability Company:
ROCKIN' JUMP HOLDINGS, LLC		09/01/2020	Limited Liability Company:
CIRCUSTRIX HOLDINGS, LLC		09/01/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TRAMPOLINE ACQUISITION CORP., AS ADMINISTRATIVE AGENT		
Street Address:	1270 AVENUE OF THE AMERICAS, FLR 31		
Internal Address:	c/o PALLADIUM CAPITAL MANAGEMENT IV, LLC		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Serial Number:	87908604	SKY ZONE	
Serial Number:	86802791	#IDRATHERBE @SKYZONE	
Serial Number:	87363272	FUELZONE	
Serial Number:	85480238	HAVE FUN, FLY SAFE!	
Serial Number:	87405176	LITTLE LEAPERS	
Serial Number:	75132259	SKY ZONE	
Serial Number:	86130005	SKY ZONE	
Serial Number:	86673575	SKYCLIMB	
Serial Number:	87336789	SKYCLIMB	
Serial Number:	86315360	SKYFIT	
Serial Number:	86540831	SKYHOOPS	
Serial Number:	78729809	SKYMANIA	
Serial Number:	76630088	SKYROBICS	
Serial Number:	86001855	SKY SOCKS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77430248	SZ
Serial Number:	85880191	ULTIMATE DODGEBALL
Serial Number:	88492229	ULTIMATE DODGEBALL
Serial Number:	88488665	FREEDOME
Serial Number:	86904385	CIRCUSTRIX
Serial Number:	87473204	HOUSE OF TRIX
Serial Number:	87476007	CIRCUSTRIX
Serial Number:	87476011	PURVEYORS OF AWESOME
Serial Number:	86904384	PURVEYORS OF AWESOME
Serial Number:	86904388	CIRCUS TRIX PURVEYORS OF AWESOME
Serial Number:	85636667	DEFY GRAVITY
Serial Number:	87958524	DEFY
Serial Number:	88052819	DEFY GRAVITY
Serial Number:	88125648	D DEFY
Serial Number:	88125635	D
Serial Number:	88328023	D
Serial Number:	88328009	
Serial Number:	88933734	DEFY
Serial Number:	88933745	DEFY ACTIVE ENTERTAINMENT
Serial Number:	85263403	THE ULTIMATE TRAMPOLINE PARK
Serial Number:	85233610	ROCKIN' JUMP
Serial Number:	85840251	ROCKIN'
Serial Number:	85837607	ROCKIN' JUMP
Serial Number:	85837527	
Serial Number:	85838187	SAFE. CLEAN. FUN.
Serial Number:	85838591	JUMPSAFE
Serial Number:	86370433	X BEAM
Serial Number:	86492366	TRIPWIRE
Serial Number:	86574009	VERTICAL OPS
Serial Number:	86574064	JUMP PATROL
Serial Number:	86415424	ROCKIN' JUMP THE ULTIMATE TRAMPOLINE PAR
Serial Number:	86492400	
Serial Number:	87593416	THE ULTIMATE TRAMPOLINE PARK

CORRESPONDENCE DATA

Fax Number: 9498236994

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: 949-760-9600

Email: IPNB@omm.com
Correspondent Name: O'MELVENY & MYERS LLP / A. Vidaurri
Address Line 1: 400 S HOPE STREET, 18th FLOOR
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 647,440-075

NAME OF SUBMITTER: ADRIAN VIDAURRI

SIGNATURE: /Adrian Vidaurri/

DATE SIGNED: 09/01/2020

Total Attachments: 10

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This instrument, as well as the indebtedness, rights and obligations evidenced hereby, are and shall at all times be and remain subordinated in right and time of payment to the extent and in the manner set forth in that certain Subordination and Intercreditor Agreement (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof, the “**Subordination Agreement**”) dated as of September 1, 2020 by and among MIDCAP FINANCIAL TRUST, as the Senior Agent (as defined therein) for the Senior Lenders (as defined therein), and the Subordinated Creditors (as defined therein), to the prior Payment in Full (as defined therein) of all Senior Debt (as defined therein), and each holder of this instrument by its acceptance hereof irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of September 1, 2020 among the Grantors listed on the signature pages hereof (each a “**Grantor**” and together, the “**Grantors**”) and Trampoline Acquisition Corp., in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Convertible Loan Agreement, dated as of even date herewith (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among CIRCUSTRIX HOLDINGS, LLC, a Delaware limited liability company (“**CircusTrix**”), each other Person (as defined therein) from time to time which joins thereto as a “**Borrower**” (together with CircusTrix, each, a “**Borrower**”, and collectively, the “**Borrowers**”), TRAMPOLINE ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), TRAMPOLINE ACQUISITION PARENT HOLDINGS, LLC, a Delaware limited liability company (“**Parent Holdings**”), each of the Subsidiary Guarantors (as defined therein) from time to time party thereto, the Administrative Agent and the other lenders from time to time party hereto (together with the Administrative Agent, the “**Lenders**”), Lenders have agreed to make Term Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Term Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Second Lien Security and Pledge Agreement dated as of September 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security 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 Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing second priority security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of such Grantor's United States Trademark registrations and United States Trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

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

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. **SECURITY FOR OBLIGATIONS**. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter.

4. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. **SUCCESSORS IN INTEREST**. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

6. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

7. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

8. MISCELLANEOUS. The terms and provisions of Sections 7.3 (*No Waivers; Remedies Cumulative*), 9 (*Notices*), 10 (*Choice of Law, Venue, Jury Trial Waiver and Judicial Reference*), 11.1 (*Survival*), 11.4 (*Amendments in Writing; Waiver; Integration*), 11.7 (*Construction of Agreement*) and 12.7 (*Captions*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, mutatis mutandis, as if fully set forth herein, and the parties hereto agree to such terms.


9. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature pages follow]

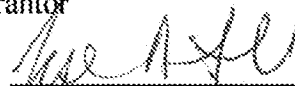
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

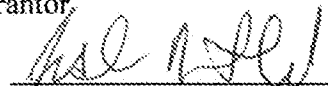
SKY ZONE, LLC,
as a Grantor

By: 
Name: Joshua Shenk
Title: Chief Financial Officer

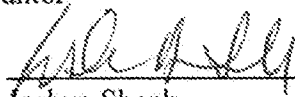
CIRCUSTRIX, LLC,
as a Grantor

By: 
Name: Joshua Shenk
Title: Chief Financial Officer

ROCKIN' JUMP HOLDINGS, LLC,
as a Grantor

By: 
Name: Joshua Shenk
Title: Chief Financial Officer

CIRCUSTRIX HOLDINGS, LLC,
as a Grantor

By: 
Name: Joshua Shenk
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

TRAMPOLINE ACQUISITION CORP.,
as Administrative Agent



By: _____

Name: Justin Green

Title: President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date	Status	Classes	Owner Name
SKY ZONE	87/908604	May-04-2018	6070008	Jun-02-2020	Registered	28	Sky Zone, LLC
#DRAATHERBE @SKYZONE	86/802791	Oct-28-2015	4996522	Jul-12-2016	Registered	25, 41	Sky Zone, LLC
FUELZONE	87/363272	Mar-08-2017	5281388	Sep-05-2017	Registered	35	Sky Zone, LLC
HAVE FUN, FLY SAFE!	85/480238	Nov-23-2011	4178790	Jul-24-2012	Registered	41	Sky Zone, LLC
LITTLE LEAPERS	87/405176	Apr-10-2017			Allowed	41	Sky Zone, LLC
SKY ZONE	75/132259	Jul-08-1996	2148279	Mar-31-1998	Registered	41	Sky Zone, LLC
SKY ZONE	86/130005	Nov-26-2013	4579253	Aug-05-2014	Registered	41	Sky Zone, LLC
SKYCLIMB	86/673575	Jun-24-2015	5200587	May-09-2017	Registered	28	Sky Zone, LLC
SKYCLIMB	87/336789	Feb-15-2017	5349117	Dec-05-2017	Registered	41	Sky Zone, LLC
SKYFIT	86/315360	Jun-19-2014	4628886	Oct-28-2014	Registered	41	Sky Zone, LLC
SKYHOOPS	86/540831	Feb-20-2015	4965857	May-24-2016	Registered	41	Sky Zone, LLC
SKYMANIA	78/729809	Oct-10-2005	3157653	Oct-17-2006	Registered	41	Sky Zone, LLC
SKYROBICS	76/630088	Jan-31-2005	3122435	Aug-01-2006	Registered	41	Sky Zone, LLC
SKY SOCKS	86/001855	Jul-03-2013	4602835	Sep-09-2014	Registered	25	Sky Zone, LLC
SZ & DESIGN	77/430248	Mar-24-2008	3520145	Oct-21-2008	Registered	41	Sky Zone, LLC
ULTIMATE DODGEBALL	85/880191	Mar-19-2013	4549384	Jun-10-2014	Registered	41	Sky Zone, LLC
ULTIMATE DODGEBALL	88/492229	Jun-27-2019	6116141	Aug-04-2020	Registered	41	Sky Zone, LLC
FREEDOME	88/488665	Jun-25-2019			Allowed	41	Sky Zone, LLC

Title	Application No.	Application Date	Registration No.	Registration Date	Case Status	Local Classes	Owner Name
CIRCUSTRIX	86/904385	Feb-11-2016	5089715	Nov-29-2016	Registered	35	CircusTrix, LLC
HOUSE OF TRIX	87/473204	Jun-02-2017			Allowed	41	CircusTrix, LLC
CIRCUSTRIX	87/476007	Jun-05-2017	5581725	Oct-09-2018	Registered	41	CircusTrix, LLC
PURVEYORS OF AWESOME	87/476011	Jun-05-2017	5581726	Oct-09-2018	Registered	41	CircusTrix, LLC
PURVEYORS OF AWESOME	86/904384	Feb-11-2016	5089714	Nov-29-2016	Registered	35	CircusTrix, LLC
CIRCUS TRIX PURVEYORS OF AWESOME & Design	86/904388	Feb-11-2016	5085418	Nov-22-2016	Registered	35	CircusTrix, LLC
DEFY GRAVITY and DESIGN	85/636667	May-28-2012	4496844	Mar-18-2014	Registered	41	CircusTrix Holdings, LLC
DEFY	87/958524	Jun-12-2018	5886342	Oct-15-2019	Registered	41	CircusTrix Holdings, LLC
DEFY GRAVITY	88/052819	Jul-25-2018	5702092	Mar-19-2019	Registered	41	CircusTrix Holdings, LLC
D DEFY & Design	88/125648	Sep-20-2018	5886747	Oct-15-2019	Registered	41	CircusTrix Holdings, LLC
D & Design	88/125635	Sep-20-2018	5886746	Oct-15-2019	Registered	41	CircusTrix Holdings, LLC
D EYE Logo	88/328023	Mar-06-2019			Allowed	21, 25	CircusTrix Holdings, LLC
NEW EYE Logo	88/328009	Mar-06-2019			Allowed	21, 25, 41	CircusTrix Holdings, LLC
DEFY and DESIGN	88/933734	May-26-2020			Pending	41	CircusTrix Holdings, LLC
DEFY ACTIVE ENTERTAINMENT and DESIGN	88/933745	May-26-2020			Pending	41	CircusTrix Holdings, LLC

Title	Application No.	Application Date	Registration No.	Registration Date	Case Status	Local Classes	Owner Name
THE ULTIMATE TRAMPOLINE PARK	85/263403	Mar-10-2011	4027285	Sep-13-2011	Registered	41	ROCKIN' JUMP HOLDINGS, LLC
ROCKIN' JUMP & Design	85/233610	Feb-03-2011	4075272	Dec-20-2011	Registered	25, 41	ROCKIN' JUMP HOLDINGS, LLC
ROCKIN'	85/840251	Feb-04-2013	4417582	Oct-15-2013	Intend to Cancel	41	ROCKIN' JUMP HOLDINGS, LLC
ROCKIN' JUMP	85/837607	Jan-31-2013	4417547	Oct-15-2013	Registered	25, 41	ROCKIN' JUMP HOLDINGS, LLC
FROG DESIGN	85/837527	Jan-31-2013	4417544	Oct-15-2013	Intend to Cancel	25, 41	ROCKIN' JUMP HOLDINGS, LLC
SAFE. CLEAN. FUN.	85/838187	Feb-01-2013	4464237	Jan-07-2014	Registered	41	ROCKIN' JUMP HOLDINGS, LLC
JUMPSAFE	85/838591	Feb-01-2013	4480024	Feb-11-2014	Registered	41	ROCKIN' JUMP HOLDINGS, LLC
X BEAM	86/370433	Aug-19-2014	4719708	Apr-14-2015	Registered	41	ROCKIN' JUMP HOLDINGS, LLC
TRIPWIRE	86/492366	Dec-30-2014	4794234	Aug-18-2015	Registered	41	ROCKIN' JUMP HOLDINGS, LLC

Title	Application No.	Application Date	Registration No.	Registration Date	Case Status	Local Classes	Owner Name
VERTICAL OPS	86/574009	Mar-24-2015	4854665	Nov-17-2015	Registered	41	ROCKIN' JUMP HOLDINGS, LLC
JUMP PATROL	86/574064	Mar-24-2015	4854667	Nov-17-2015	Registered	45	ROCKIN' JUMP HOLDINGS, LLC
ROCKIN' JUMP THE ULTIMATE TRAMPOLINE PARK. & Design	86/415424	Oct-06-2014	4978833	Jun-14-2016	Registered	41	ROCKIN' JUMP HOLDINGS, LLC
FROG LOGO DESIGN	86/492400	Dec-30-2014	4920636	Mar-22-2016	Registered	25	ROCKIN' JUMP HOLDINGS, LLC
THE ULTIMATE TRAMPOLINE PARK	87/593416	Sep-01-2017	5474034	May-22-2018	Registered	41	ROCKIN' JUMP HOLDINGS, LLC