

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CircusTrix Holdings, LLC		09/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust, as Administrative Agent		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC, as Servicer		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4496844	DEFY GRAVITY	
<b>Registration Number:</b>	5886342	DEFY	
<b>Registration Number:</b>	5702092	DEFY GRAVITY	
<b>Registration Number:</b>	5886747	D DEFY	
<b>Registration Number:</b>	5886746	D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>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.</i>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	11964 / 124		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		

CH \$140.00 4496844

<b>DATE SIGNED:</b>	09/01/2020
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of September 1, 2020 among the Grantor listed on the signature pages hereof (“**Grantor**”) and MIDCAP FINANCIAL TRUST, 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 Amended and Restated Credit and Guaranty Agreement, dated as of December 27, 2017 (as amended by that certain First Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of February 13, 2018, that certain Second Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of June 6, 2018, that certain Third Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of December 27, 2018, that certain Fourth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of September 19, 2019, that certain Fifth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of April 7, 2020, that certain Sixth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof, and as may be further 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 the Initial Borrower and CircusTrix, each, a “**Borrower**”, and collectively, the “**Borrowers**”), TRAMPOLINE ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor (as defined therein), each of the other Guarantors from time to time party thereto, the financial institutions from time to time party thereto, as Lenders (as defined therein), EAST WEST BANK, as revolver agent for the Revolving Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) and other financial accommodations 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 Loans and other financial accommodations to Borrowers from time to time 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 Security and Pledge Agreement dated as of December 16, 2016 (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, 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, 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. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first 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 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. 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 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 Financing 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 NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

8. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), and 12.15 (*No Strict Construction*) 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.

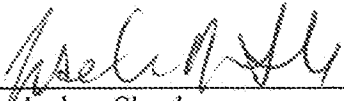
9. Financing Document. This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signature pages follow]

IN WITNESS WHEREOF, 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.

**GRANTOR:**

**CIRCUSTRIX HOLDINGS, LLC**

By:   
Name: Joshua Shenk  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED:**

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**U.S. REGISTERED TRADEMARKS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>STATUS</b>	<b>APPLICATION #</b>	<b>DATE FILED</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
DEFFY GRAVITY and DESIGN	United States of America	Registered	85/636667	May-28-2012	4496844	Mar-18-2014
DEFFY	United States of America	Registered	87/958524	Jun-12-2018	5886342	Oct-15-2019
DEFFY GRAVITY	United States of America	Registered	88/052819	Jul-25-2018	5702092	Mar-19-2019
D DEFFY & Design	United States of America	Registered	88/125648	Sep-20-2018	5886747	Oct-15-2019
D & Design	United States of America	Registered	88/125635	Sep-20-2018	5886746	Oct-15-2019