

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624157

<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>
Athlinks Inc.		01/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society FSB, as Notes Collateral Agent		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3722001	D-TAG	
<b>Registration Number:</b>	4679083		
<b>Registration Number:</b>	4711125	FLASHPOINT	
<b>Registration Number:</b>	4691551	CHRONOTRACK	
<b>Registration Number:</b>	3828184	B-TAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	13129932622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	056708-0002		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		
<b>DATE SIGNED:</b>	02/03/2021		
<b>Total Attachments: 5</b>			

CH \$140.00 3722001

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of January 22, 2021, by and among **ATHLINKS INC.**, (formerly known as ChronoTrack Systems Corp.) (“**Grantor**”) and **WILMINGTON SAVINGS FUND SOCIETY FSB**, in its capacity as Notes Collateral Agent for the Secured Parties (in such capacity, the “**Notes Collateral Agent**”).

**WITNESSETH:**

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of January 22, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “**Security Agreement**”), in favor of the Notes Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture (as defined in the Security Agreement), Grantor hereby agrees with the Notes Collateral Agent as follows:

Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Notes Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral owned by Grantor:

- Trademarks owned by Grantor listed on Schedule I attached hereto;
- all goodwill of the business symbolized by such Trademarks; and
- all proceeds of any and all of the foregoing.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Termination. Upon the termination of the Security Agreement in accordance with its terms, the Notes Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic

imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Intercreditor Agreement(s). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTES COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) (IF ANY). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) AND THIS AGREEMENT, THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT(S) WILL GOVERN AND CONTROL.

GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

ATHLINKS INC., as Grantor

By: 

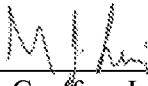
Name: Erik Lindseth

Title: Senior Vice President, General Counsel and Secretary



{Signature page to Athlinks Inc. Trademark Security Agreement}

**TRADEMARK**  
**REEL: 007179 FRAME: 0255**

**WILMINGTON SAVINGS FUND SOCIETY FSB,**  
as Notes Collateral Agent

By:  \_\_\_\_\_  
Name: Geoffrey J. Lewis  
Title: Vice President

Schedule I

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date / Registration Date</u>
ChronoTrack Systems Corp.	D-TAG	3722001	12/8/2009
ChronoTrack Systems Corp.		4679083	1/27/2015
ChronoTrack Systems Corp.	FLASHPOINT	4711125	3/31/2015
ChronoTrack Systems Corp.	 CHRONOTRACK	4691551	2/24/2015
ChronoTrack Systems Corp.	B-TAG	3828184	8/3/2010