

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LTF Triathlon Series, LLC		01/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society FSB, as Notes Collateral Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3840977	NYC TRIATHLON	
Registration Number:	3840976	NEW YORK CITY TRIATHLON	
Registration Number:	3840979	NYC TRI	
Registration Number:	4114361	MIAMI MARATHON	
Registration Number:	3099544	MIAMI HALF MARATHON	
Registration Number:	4114343	MIAMI HALF MARATHON	
Registration Number:	3116813	MIAMI MARATHON AND HALF MARATHON	
Registration Number:	3474602	LEADVILLE TRAIL 100	
Registration Number:	3451978	100	
Registration Number:	5518577	DIRTY KANZA	
Registration Number:	4107796	DIRTY KANZA 200	
Registration Number:	3077991	MIAMI MARATHON	
Serial Number:	90419140	MIAMI FAMOUS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3129932622		
Email:	gayle.grocke@lw.com		
TRADEMARK			

CH \$340.00 3840977

Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 056708-0002

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 02/03/2021

Total Attachments: 6

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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 **LTF TRIATHLON SERIES, LLC** (“**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).

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

LTF TRIATHLON SERIES, LLC, as Grantor

By: 

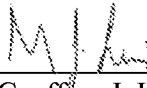
Name: Erik Lindseth

Title: Senior Vice President, General Counsel and Secretary

[Signature page to LTF Triathlon Series, LLC Trademark Security Agreement]


TRADEMARK
REEL: 007179 FRAME: 0352

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>
LTF Triathlon Series, LLC	NYC TRIATHLON	3840977	8/31/2010
LTF Triathlon Series, LLC	NEW YORK CITY TRIATHLON	3840976	8/31/2010
LTF Triathlon Series, LLC	NYC TRI	3840979	8/31/2010
LTF Triathlon Series, LLC	MIAMI MARATHON	4114361	3/20/2012
LTF Triathlon Series, LLC	MIAMI HALF MARATHON	3099544	5/30/2006
LTF Triathlon Series, LLC	MIAMI HALF MARATHON	4114343	3/20/2012
LTF Triathlon Series, LLC	MIAMI MARATHON AND HALF MARATHON	3116813	7/18/2006
LTF Triathlon Series, LLC	LEADVILLE TRAIL 100	3474602	7/29/2008
LTF Triathlon Series, LLC		3451978	6/24/2008

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date / Registration Date</u>
LTF Triathlon Series, LLC	DIRTY KANZA	5518577	7/17/2018
LTF Triathlon Series, LLC		4107796	3/6/2012
LTF Triathlon Series, LLC	MIAMI FAMOUS	Application/ 90419140	12/28/2020
LTF Triathlon Series, LLC	MIAMI MARATHON	3077991	4/4/2006
LTF Triathlon Series, LLC	UNBOUND GRAVEL	Application/ 90281607	10/27/2020

TRADEMARK
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RECORDED: 02/03/2021