

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE RUNNING SPECIALTY GROUP ACQUISITIONS 1, LLC		05/28/2021	Limited Liability Company: INDIANA
CLEVER TRAINING OPERATING CO, LLC		05/28/2021	Limited Liability Company: DELAWARE
OLYMPIA SPORTS ACQUISITIONS, LLC		05/28/2021	Limited Liability Company: DELAWARE
PROJECT SAGE ACQUISITION, LLC		05/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITE OAK COMMERCIAL FINANCE, LLC		
Street Address:	1155 Avenue of the Americas, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	3753421	GREATER BOSTON RUNNING COMPANY	
Registration Number:	3563360	PRINCETON RUNNING COMPANY	
Registration Number:	3747992	TEXAS RUNNING COMPANY	
Registration Number:	4233255	NEW YORK RUNNING COMPANY	
Registration Number:	4278906	RUN ON!	
Registration Number:	3942172	BLUEMILE	
Registration Number:	2524832	RUNNING SPOT	
Registration Number:	4505362	WHERE FIT HAPPENS	
Registration Number:	4673783		
Registration Number:	4865344	BOULDER RUNNING COMPANY	
Registration Number:	4865345	BOULDER RUNNING COMPANY	
Registration Number:	2928811	I RUN THIS TOWN	
Registration Number:	5753502	RUN BOULDER	

CH \$940.00 3753421

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4816273	RUNNING FIT
Registration Number:	4816272	RUNNING FIT
Registration Number:	4243481	CAPITAL RUNWALK
Registration Number:	4521400	RUN TEXAS
Registration Number:	4760655	RUN COLORADO
Registration Number:	4760654	RUN COLORADO
Registration Number:	4417372	RUN CALIFORNIA
Registration Number:	4416687	JACKRABBIT
Registration Number:	5020289	RUN REWARDS
Registration Number:	5556098	
Registration Number:	5556099	
Registration Number:	5481811	JACKRABBIT.COM
Registration Number:	5418839	
Registration Number:	5418837	
Registration Number:	4236910	CLEVER TRAINING
Registration Number:	4236890	CLEVER TRAINING
Registration Number:	4747023	
Registration Number:	4486596	SURF OUTFITTER
Registration Number:	4719489	SPLASH BOUTIQUE
Registration Number:	4719490	SPLASH BOUTIQUE
Registration Number:	3535524	OLYMPIA EDGE
Registration Number:	2871916	SHOEBUY
Registration Number:	5069373	SHOEBUY
Registration Number:	2518099	SHOEBUY.COM

CORRESPONDENCE DATA

Fax Number:

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.

Email: slickerb@gtlaw.com

Correspondent Name: Brittiny Slicker

Address Line 1: 3333 Piedmont Road NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Brittiny Slicker

SIGNATURE: /Brittiny Slicker/

DATE SIGNED: 06/02/2021

Total Attachments: 6

source=RSG GRANT OF SECURITY INTEREST IN TRADEMARKS (Executed 2021.05.28)#page1.tif

source=RSG GRANT OF SECURITY INTEREST IN TRADEMARKS (Executed 2021.05.28)#page2.tif

source=RSG GRANT OF SECURITY INTEREST IN TRADEMARKS (Executed 2021.05.28)#page3.tif
source=RSG GRANT OF SECURITY INTEREST IN TRADEMARKS (Executed 2021.05.28)#page4.tif
source=RSG GRANT OF SECURITY INTEREST IN TRADEMARKS (Executed 2021.05.28)#page5.tif
source=RSG GRANT OF SECURITY INTEREST IN TRADEMARKS (Executed 2021.05.28)#page6.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Assignment"), dated as of May 28, 2021, by each of the undersigned (collectively, the "Grantors"), in favor of WHITE OAK COMMERCIAL FINANCE, LLC, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Security Agreement (including all exhibits and schedules thereto and as amended, restated, amended and restated, supplemented, renewed, replaced, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of May 28, 2021, made by PROJECT RUNNING SPECIALTIES, INC., a Delaware corporation ("Parent"), RSG ACQUISITIONS, LLC, a Delaware limited liability company ("Lead Borrower"; together with each Person party to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers" and each, a "Borrower") and each of the other entities listed on the signature pages thereto or from time to time party hereto by execution of a Joinder, as pledgors, assignors and debtors (together with Parent and the Borrowers, in such capacities and together with any successors in such capacities, the "Grantors" and each, a "Grantor"), in favor of WHITE OAK COMMERCIAL FINANCE, LLC, in its capacity as the Administrative Agent and Collateral Agent (in such capacities and together with any successors and assigns in such capacities, the "Agent") for the Credit Parties pursuant to the Credit Agreement, as pledgees, assignees and secured parties.

WHEREAS, each Grantor is required to execute and deliver to the Agent this Trademark Assignment for the benefit of the Credit Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement 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 shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Credit Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Licenses with respect to Trademarks constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an intent-to-use trademark application, except that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral subject to a lien and security interest granted in favor of Agent.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Assignment are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Credit Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral 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. In the event that any provision of this Trademark Assignment conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Assignment may be executed in any number of counterparts (and by different parties hereto in 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 of this Trademark Assignment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. TERMINATION OR RELEASE. This Trademark Assignment shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 9.5 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Continued on following page.]

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

**THE RUNNING SPECIALTY GROUP
ACQUISITIONS 1, LLC**

By: Beau Swenson
Name: Beau Swenson
Title: Chief Financial Officer

CLEVER TRAINING OPERATING CO, LLC

By: Beau Swenson
Name: Beau Swenson
Title: Chief Financial Officer

OLYMPIA SPORTS ACQUISITIONS, LLC

By: Beau Swenson
Name: Beau Swenson
Title: Chief Financial Officer

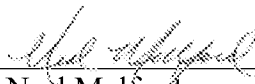
PROJECT SAGE ACQUISITION, LLC

By: Beau Swenson
Name: Beau Swenson
Title: Chief Financial Officer

[RSG—GRANT OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK
REEL: 007314 FRAME: 0376**

**WHITE OAK COMMERCIAL FINANCE,
LLC, as Agent**

By: 
Name: Neal Mulford
Title: Head of Underwriting – ABL & Lender
Finance

SCHEDULE I

to

TRADEMARK ASSIGNMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
The Running Specialty Group Acquisitions 1, LLC	3753421	GREATER BOSTON RUNNING COMPANY
The Running Specialty Group Acquisitions 1, LLC	3563360	PRINCETON RUNNING COMPANY
The Running Specialty Group Acquisitions 1, LLC	3747992	TEXAS RUNNING COMPANY
The Running Specialty Group Acquisitions 1, LLC	4233255	NEW YORK RUNNING COMPANY
The Running Specialty Group Acquisitions 1, LLC	4278906	RUN ON!
The Running Specialty Group Acquisitions 1, LLC	3942172	BLUEMILE
The Running Specialty Group Acquisitions 1, LLC	2524832	RUNNING SPOT
The Running Specialty Group Acquisitions 1, LLC	4505362	WHERE FIT HAPPENS
The Running Specialty Group Acquisitions 1, LLC	4673783	Running Spot Design
The Running Specialty Group Acquisitions 1, LLC	4865344	BOULDER RUNNING COMPANY
The Running Specialty Group Acquisitions 1, LLC	4865345	BOULDER RUNNING COMPANY & Mountain Design
The Running Specialty Group Acquisitions 1, LLC	2928811	I RUN THIS TOWN
The Running Specialty Group Acquisitions 1, LLC	5753502	RUN BOULDER
The Running Specialty Group Acquisitions 1, LLC	4816273	RUNNING FIT
The Running Specialty Group Acquisitions 1, LLC	4816272	RUNNING FIT and Design
The Running Specialty Group Acquisitions 1, LLC	4243481	CAPITAL RUNWALK
The Running Specialty Group Acquisitions 1, LLC	4521400	RUN TEXAS

The Running Specialty Group Acquisitions 1, LLC	4760655	RUN COLORADO
The Running Specialty Group Acquisitions 1, LLC	4760654	RUN COLORADO
The Running Specialty Group Acquisitions 1, LLC	4417372	RUN CALIFORNIA
The Running Specialty Group Acquisitions 1, LLC	4416687	JACKRABBIT
The Running Specialty Group Acquisitions 1, LLC	5020289	RUN REWARDS
The Running Specialty Group Acquisitions 1, LLC	5556098	Jackrabbit Design (no color)
The Running Specialty Group Acquisitions 1, LLC	5556099	Jackrabbit Design (color)
The Running Specialty Group Acquisitions 1, LLC	5481811	Jackrabbit.com
The Running Specialty Group Acquisitions 1, LLC	5418839	Jackrabbit Design
The Running Specialty Group Acquisitions 1, LLC	5418837	Jackrabbit Design
Clever Training Operating Co, LLC	4,236,910	Clever Training
Clever Training Operating Co, LLC	4,236,890	Clever Training
Clever Training Operating Co, LLC	4,747,023	Surf Outfitter Logo
Clever Training Operating Co, LLC	4,486,596	Surf Outfitter
Clever Training Operating Co, LLC	4,719,489	Splash Boutique
Clever Training Operating Co, LLC	4,719,490	Splash Boutique
Olympia Sports Acquisitions, LLC	3,535,524	Olympia Edge
Project Sage Acquisition, LLC	2871916	SHOEBUY
Project Sage Acquisition, LLC	5069373	SHOEBUY and Design
Project Sage Acquisition, LLC	2518099	SHOEBUY.COM

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None.		

ACTIVE 57746345v2