

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Rock Gym Management, Inc.		09/17/2021	Corporation:
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90877681	CENTRAL ROCK GYM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	andrew.dupree@quarles.com		
Correspondent Name:	Andrew Dupree		
Address Line 1:	411 East Wisconsin Avenue, Suite 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Andrew Dupree		
SIGNATURE:	/Andrew Dupree/		
DATE SIGNED:	09/27/2021		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Confirmatory Grant of Security Interest in United States Trademarks (the "Confirmatory Grant"), is made as of September 17, 2021, by and between Central Rock Gym Management, Inc., a Massachusetts corporation (the "Company"), whose principal address is 299 Barber Ave., Worcester, MA 01606 and WESTERN ALLICANCE BANK, whose principal address is One East Washington Street, Phoenix, Arizona 85004 (the "Secured Party").

WHEREAS, the Company and the Secured Party have entered into a Security Agreement of even date herewith (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Company and the other debtors party thereto have granted to the Secured Party a security interest in substantially all of the Company's and such other debtors' personal property and assets;

WHEREAS, the Company is the owner of the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are issued or pending with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted by the Company to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

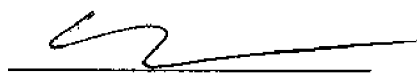
2. The Security Interest.

(a) This Confirmatory Grant is made to secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Secured Obligations, pursuant to the Security Agreement. This Confirmatory Grant shall remain in effect until the termination of the Security Agreement. Upon such termination, the Secured Party shall promptly, at the expense of the Company, execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Confirmatory Grant.

(b) The Company hereby grants to the Secured Party a security interest in all of the right, title and interest of the Company in and to the Trademarks set forth in Exhibit A now owned or hereafter acquired by the Company, together with (1) all proceeds and products of the Trademarks, (2) the goodwill associated with the Trademarks and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Company has executed this Confirmatory Grant effective as of the above-indicated date.

CENTRAL ROCK MANAGEMENT, INC., a
Massachusetts corporation

By: 
Name: Matt Kraus
Title: Secretary

**EXHIBIT A
TRADEMARKS**

Trademark	Record Owner Name	Country	Application Number / Filing Date	Registration Date	Registration Number
Central Rock Gym Loco	Central Rock Gym Management, Inc.	US	90877681 (8/11/2021)	Pending	Pending