

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clubessential, LLC		11/10/2021	Limited Liability Company: DELAWARE
ClubReady, LLC		11/10/2021	Limited Liability Company: DELAWARE
Gym HQ, LLC		11/10/2021	Limited Liability Company: DELAWARE
RecTrac, LLC	FORMERLY Vermont Systems, Inc.	11/10/2021	Limited Liability Company: DELAWARE
Immersion Media, Inc.		11/10/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Comany: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4786339	CENETIC	
Registration Number:	4832301		
Registration Number:	2601963	CLUB ESSENTIAL	
Registration Number:	2505328	CLUBESSENTIAL	
Registration Number:	5322144	CLUBREADY.COM	
Registration Number:	5322236	CRPAYMENTS	
Registration Number:	5322138	GYM HQ A CLUBREADY COMPANY	
Registration Number:	5399894	LEAD SPEAK	
Registration Number:	5631149	INTELITRAC	
Registration Number:	5291513	SCORESHOTS	
CORRESPONDENCE DATA			

OP \$265.00 4786339

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
---------------------------	----------

SIGNATURE:	/Doris Ka/
-------------------	------------

DATE SIGNED:	11/11/2021
---------------------	------------

Total Attachments: 6

source=06. Clubessential - Trademark Security Agreement#page1.tif

source=06. Clubessential - Trademark Security Agreement#page2.tif

source=06. Clubessential - Trademark Security Agreement#page3.tif

source=06. Clubessential - Trademark Security Agreement#page4.tif

source=06. Clubessential - Trademark Security Agreement#page5.tif

source=06. Clubessential - Trademark Security Agreement#page6.tif

Execution Version

TRADEMARK SECURITY AGREEMENT dated as of November 10, 2021 (this “Agreement”), among each of the undersigned grantors (each, a “Grantor”) and BARCLAYS BANK PLC, as Collateral Agent (in such capacity and together with successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of November 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CE INTERMEDIATE II, LLC, a Delaware limited liability company (“Holdings”), CE INTERMEDIATE I, LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto, the Issuing Banks party thereto and Barclays Bank PLC, as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement dated as of November 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in 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

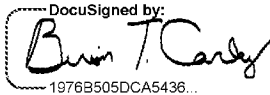
signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

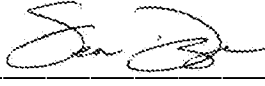
[Remainder of this page intentionally left blank]

CLUB ESSENTIAL, LLC
CLUBREADY, LLC
GYM HQ, LLC
IMMERSION MEDIA, INC.
RECTRAC, LLC

as Grantors


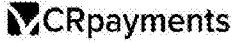


By: 
1976B505DCA5436...
Name: Brian Carley
Title: Secretary and Treasurer

BARCLAYS BANK PLC, as Collateral Agent

By: 
Name: Sean Duggan
Title: Vice President

Schedule I

Registrations:

Trademark	Owner	Trademark Number	Registration Date
CENETIC	Clubessential, LLC	4786339	August 4, 2015
Design Only (Cenetic design mark)	Clubessential, LLC	4832301	October 13, 2015
clubessential (word and design)	Clubessential, LLC	2601963	July 30, 2002
CLUBESSENTIAL (word only)	Clubessential, LLC	2505328	November 6, 2001
CLUBREADY.COM and Design: 	ClubReady, LLC	5322144	October 31, 2017
CRPAYMENTS and Design: 	ClubReady, LLC	5322236	October 31, 2017
GYM HQ A CLUBREADY COMPANY and  Design:	Gym HQ, LLC	5322138	October 31, 2017
LEAD SPEAK and Design: 	ClubReady, LLC	5399894	February 13, 2018
InteliTrac	RecTrac, LLC (formerly Vermont Systems, Inc.) ¹	5631149	December 18, 2018
SCORESHOTS	Immersion Media, Inc.	5291513	September 19, 2017

Applications:

None.

¹ Company to file name change from Vermont Systems, Inc. to RecTrac, LLC.