

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TLGI, LLC	FORMERLY The Little Gym International, Inc.	11/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitehorse Capital Management, LLC, as the Collateral Agent		
Street Address:	1450 Brickell Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	74392113	THE LITTLE GYM	
Serial Number:	75108370	THE LITTLE GYM	
Serial Number:	75108492	THE LITTLE GYM	
Serial Number:	78053406	THE LITTLE GYM	
Serial Number:	78304356	THE LITTLE GYM	
Serial Number:	77262213	THE LITTLE GYM	
Serial Number:	85330063	THREE-DIMENSIONAL LEARNING	
Serial Number:	85301467	THE LITTLE GYM SERIOUS FUN.	
Serial Number:	85501561	WONDERKIDS CLUB	
Serial Number:	87852447	THE SPRINGBOARD TO LIFE'S ADVENTURES	
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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		

OP \$265.00 74392113

Address Line 4:	Chicago, ILLINOIS 60611
NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	11/28/2021
Total Attachments: 7 source=Urban Air - Trademark Security Agreement [Executed] (127920164.1)#page1.tif source=Urban Air - Trademark Security Agreement [Executed] (127920164.1)#page2.tif source=Urban Air - Trademark Security Agreement [Executed] (127920164.1)#page3.tif source=Urban Air - Trademark Security Agreement [Executed] (127920164.1)#page4.tif source=Urban Air - Trademark Security Agreement [Executed] (127920164.1)#page5.tif source=Urban Air - Trademark Security Agreement [Executed] (127920164.1)#page6.tif source=Urban Air - Trademark Security Agreement [Executed] (127920164.1)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 19th day of November 2021, among UNLEASHED BRANDS, LLC, a Delaware limited liability company, UATP IP, LLC, a Texas limited liability company, SNAPOLOGY IP, LLC, a Pennsylvania limited liability company, and TLGI, LLC, a Delaware limited liability company (each, a "Grantor", and collectively, the "Grantors"), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and permitted assigns, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among UNLEASHED BRANDS, LLC, a Delaware limited liability company (the "Borrower"), the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent and Collateral Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantors are required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained 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 have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) any and all of each Grantor's trademarks listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in

conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

Notwithstanding any of the provisions set forth in this Trademark Security Agreement to the contrary, nothing in this Trademark Security Agreement shall constitute a grant of a security interest in, and the Trademark Collateral shall not include, any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

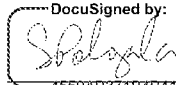
6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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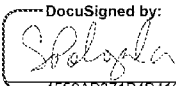
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

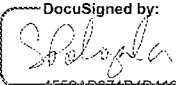
UNLEASHED BRANDS, LLC

By:  _____
DocuSigned by:
Name: Stephen Polozola
Title: Chief Legal Officer

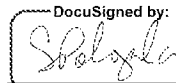
SNAPOLOGY IP, LLC

By:  _____
DocuSigned by:
Name: Stephen Polozola
Title: Chief Legal Officer

UATP IP, LLC

By:  _____
DocuSigned by:
Name: Stephen Polozola
Title: Chief Legal Officer

TLGI, LLC (f/k/a The Little Gym International, Inc.)

By:  _____
DocuSigned by:
Name: Stephen Polozola
Title: Chief Legal Officer

ACCEPTED AND ACKNOWLEDGED BY: WHITEHORSE CAPITAL MANAGEMENT, LLC, as the Collateral Agent

By: _____
Name:
Title:

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

GRANTORS:

UNLEASHED BRANDS, LLC

By: _____
Name:
Title:

SNAPOLOGY IP, LLC

By: _____
Name:
Title:


UATP IP, LLC

By: _____
Name:
Title:

TLGI, LLC (f/k/a The Little Gym International, Inc.)

By: _____
Name:
Title:




ACCEPTED AND ACKNOWLEDGED BY: WHITEHORSE CAPITAL MANAGEMENT, LLC, as the Collateral Agent

By:  _____
Name: Richard Siegel
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
UATP IP, LLC	Urban Air Trampoline Park (standard character)	86501218	8-Sep-15
UATP IP, LLC	Get Up. Get Fly. (standard character)	86503565	25-Aug-15
UATP IP, LLC	Sky Rider (standard character)	87348335	19-Dec-17
UATP IP, LLC	Urban Air Adventure Park (standard character)	87207115	2-Jan-18
UATP IP, LLC	Adventure Hub (standard character)	87348394	6-Mar-18
UATP IP, LLC	Activate Awesome (standard character)	87739044	30-Oct-18
UATP IP, LLC	Urban Air	88663569	2-Jun-20
UATP IP, LLC	Scare in the Air	88156777	3-Nov-20
UATP IP, LLC	Next Level Play (standard character)	87739049	30-Oct-18
UATP IP, LLC	Gear Up! Game On!	88336531	3/23/21
UATP IP, LLC	UA (design mark)	87670678	5/14/2019
UATP IP, LLC	Holiday Heights	88179389	7/27/21
UATP IP, LLC	Urban Air Adventure Park (new logo)	8860568	6/11/2020
Snapology IP, LLC	Snapology	4023579	9/6/2011

Snapology IP, LLC	Snapology Alligator	4221339	10/9/2012
Snapology IP, LLC	Snapology Jr Alligator	5657566	1/15/2019
Unleashed Brands, LLC	Unleashed Brands	90587241	3/18/2021
TLGI, LLC (f/k/a The Little Gym International, Inc.)	THE LITTLE GYM	74/392,113	17-May-1994
TLGI, LLC (f/k/a The Little Gym International, Inc.)		75/108,370	29-Apr-1997
TLGI, LLC (f/k/a The Little Gym International, Inc.)		75/108,492	10-Jun-1997
TLGI, LLC (f/k/a The Little Gym International, Inc.)	THE LITTLE GYM	78/053,406	25-Dec-2001
TLGI, LLC (f/k/a The Little Gym International, Inc.)	THE LITTLE GYM	78/304,356	25-Apr-2006
TLGI, LLC (f/k/a The Little Gym International, Inc.)		77/262,213	20-May-2008

TLGI, LLC (f/k/a The Little Gym International, Inc.)		85/330,063	17-Jan-2012
TLGI, LLC (f/k/a The Little Gym International, Inc.)		85/301,467	02-Oct-2012
TLGI, LLC (f/k/a The Little Gym International, Inc.)	WONDERKIDS CLUB	85/501,561	17-Sep-2013
TLGI, LLC (f/k/a The Little Gym International, Inc.)	THE SPRINGBOARD TO LIFE'S ADVENTURES	87/852,447	30-Oct-2018