

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2XU PTY LTD		01/25/2022	Proprietary Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	HUK 108 Limited		
Street Address:	84 Grosvenor Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1K 3JZ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5560874	2XU	
Registration Number:	5940975	X	
Registration Number:	5940970	X	
Registration Number:	5940969	X	
Registration Number:	5940968	X	
Registration Number:	4526108	PWX POWER WEIGHT FLEX	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/27/2022		

CH \$165.00 5560874

Total Attachments: 5

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**Grant of Security Interest
in United States Trademarks**

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 25, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantor**") in favor of HUK 108 LIMITED, as Secured Party (together with any bank, financial institution, trust, fund or other entity which has become a Secured Party in accordance with the Facility Agreement (as defined in the Security Agreement (as defined below)), the "**Secured Party**").

WHEREAS, the Grantor is party to a General Security Deed dated as of December 8, 2021 (the "**Security Agreement**") between the Grantor and the other grantors party thereto and the Secured Party pursuant to which the Grantor granted a security interest to the Secured Party in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION. 1. 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.

SECTION 2. Grant of Security Interest

The Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property, being herein collectively referred to as the "Trademark Collateral"):

(i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto; and

(ii) all products and proceeds of the foregoing.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the termination of the Security Agreement, the Secured Party shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.


SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

2XU PTY LTD, as Grantor

By: 
Name: Ondrej Ruzicka
Title: Director

HUK 108 LIMITED,
as Secured Party

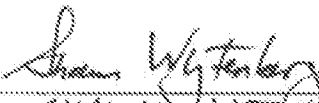
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

2XU PTY LTD, as Grantor

By: _____
Name:
Title:

HUK 108 LIMITED,
as Secured Party

By: 
Name: SHAWN WYTOSHCHUK
Title: ATTORNEY
PARTNER OF ASHURST

[Signature Page to Trademark Security Agreement]

Schedule A to Trademark Security Agreement

TRADEMARKS

Registration No.	Country	Issue Date	Mark
5560874	USA	Sep 11, 2018	2XU
5940975	USA	Dec 24, 2019	X device
5940970	USA	Dec 24, 2019	X positional mark
5940969	USA	Dec 24, 2019	X positional mark
5940968	USA	Dec 24, 2019	X positional mark
4526108	USA	May 6, 2014	PWX Logo
4745615	USA	Jun 2, 2015	HUMAN PERFORMANCE MULTIPLIED
4690263	USA	Feb 24, 2015	2XU
4140752	USA	May 15, 2012	2XU
3194355	USA	Jan 2, 2007	2XU
5075772	USA	Nov 8, 2016	HUMAN PERFORMANCE MULTIPLIED
4899885	USA	Feb 16, 2016	CHAMPION OF THE HEART