

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM722547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoachHub GmbH		04/19/2022	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6317530	COACHHUB	
Registration Number:	6368150	COACHHUB	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2024547625		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Julia Birgen		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1652112		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	04/20/2022		
Total Attachments: 5			
source=Closing Copy - Trademark Security Agreement - CoachHub#page1.tif			
source=Closing Copy - Trademark Security Agreement - CoachHub#page2.tif			

OP \$65.00 6317530

source=Closing Copy - Trademark Security Agreement - CoachHub#page3.tif

source=Closing Copy - Trademark Security Agreement - CoachHub#page4.tif

source=Closing Copy - Trademark Security Agreement - CoachHub#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 19, 2022, is made by and between CoachHub GmbH, a German limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of the Federal Republic of Germany ("Germany"), with its corporate seat at Rankestraße 5-6, 10789 Berlin, Germany, registered with the Commercial Register (Handelsregister) of the local court (Amtsgericht) of Berlin (Charlottenburg) under registration number HRB 199098 B (the "Grantor"), and **SILICON VALLEY BANK** (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Security Agreement, dated as of April 19, 2022 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), among, among others, the Assignee, the Grantor, and certain other parties and (ii) that certain Loan Agreement, dated as of December 1, 2021 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), among, among others, the Grantor, the Assignee, certain other parties, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Loan Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement and the German Security Agreements (as defined in the Loan Agreement), the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered or applied for Trademarks set forth on Schedule A hereto as of the date hereof.

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 and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement and the German Security Agreements, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement and the German Security Agreements, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, service marks and logos, now existing or hereafter adopted or acquired, all registrations and recordings thereof in the United States Patent and Trademark Office or in any similar office or agency of the United States, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a "Trademark" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the

provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Clause 30 of the Loan Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, only to the extent that such modification constitutes an amendment of Schedule A hereto, i.e. to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of an original, executed counterpart of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK

By: 
 Name: Andrew Parker
 Title: Managing Director

DocuSigned by:
822CF24B4D484EA...

GRANTOR:

COACHHUB GMBH

DocuSigned by:

By:

Matti Niebelschütz

81FE0C5C47D74FE...

Name: Matti Niebelschütz

Title: Managing Director

Signature Page to Trademark Security Agreement

ny-2360121

RECORDED: 04/20/2022

TRADEMARK
REEL: 007697 FRAME: 0099