

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SafeSplash Brands, LLC		06/30/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3198921	SAFESPLASH SWIM SCHOOL	
Registration Number:	3194154	SAFESPLASH SWIM SCHOOL	
Registration Number:	4863229	SWIMMING...A LIFE SKILL!	
Registration Number:	5343822	SAFESPLASH MATCH	
Registration Number:	5227227	RIPPLES TO WAVES MAKING SWIM LESSONS AVA	
Registration Number:	5791205	STREAMLINE BRANDS	
Registration Number:	5911989	BUBBLES TO BUTTERFLYS	
Registration Number:	6130519	SAFESPLASH CERTIFIED	
Registration Number:	2361870		
Registration Number:	2199001	SWIMTASTIC	
Registration Number:	3954761	SMART FISH SWIM IN SCHOOLS	
Registration Number:	5956336	SWIMTASTIC SWIM SCHOOL	
Registration Number:	5956337	SWIMTASTIC SWIM SCHOOL	
Registration Number:	6283521	SWIM FASTER...FASTER	
Registration Number:	6102568	SWIM LABS SWIM SCHOOL KIDS COMPETITIVE	
Registration Number:	4658736	SWIMLABS	
Serial Number:	97335781	SWIMMING IS A LIFE SKILL	
CORRESPONDENCE DATA			

OP \$440.00 3198921

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	040896-0174
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NAME OF SUBMITTER:	Jessica Bajada-Silva
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SIGNATURE:	/s/ Jessica Bajada-Silva
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DATE SIGNED:	06/30/2022
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2022 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, the "Agent") for and on behalf of the Lenders, the L/C Issuers and each other Secured Party.

WHEREAS, pursuant to that certain Credit Agreement dated as of October 18, 2021 by and among the Borrower, the other Loan Parties from time to time party thereto, the Agent and the Lenders as amended by that certain Consent and Amendment No. 1 to Credit Agreement (the "Amendment"), dated as of the date hereof (as the same may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, to secure the Obligations of the Grantors under the Credit Agreement and the related Loan Documents (the "Secured Obligations") and as a condition precedent to the obligation of the Lenders to make the 2022 Incremental Term Loans and the 2022 Incremental Revolving Loan Commitments under the Amendment, the Grantors entered into a Loan Party Joinder Agreement dated as of June 30, 2022 (the "Joinder Agreement") pursuant to which the Grantors were joined to the Security Agreement dated as of October 18, 2021 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of, for its benefit and the benefit of the other Loan Parties, a Lien on and security interest in (the "Security Interest") and to the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Joinder Agreement and the Security Agreement, each Grantor agreed to execute this Agreement, in order to record the Security Interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. To secure the prompt and complete payment and performance when due of the Secured Obligations, including all renewals, extensions, restructurings, refinancings and modifications of any or all of the Secured Obligations, each Grantor hereby grants to the Agent (except to the extent in violation of any applicable requirement of law), for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security

interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor's right, title and interest in and to the following property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers and design (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including the registrations and applications listed on Schedule A hereto; (b) all renewals thereof; (c) all goodwill associated with or symbolized by any of the foregoing, (d) the right to sue for past, present, and future infringement thereof, and (e) all other rights, priorities, and privileges arising under or related to the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent to use" Trademark applications for which a statement-of-use or amendment-to-allege-use has not been filed and accepted (but only until such statement or amendment is filed and accepted).

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Lenders and other Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. 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 SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 5. Counterparts; Effectiveness

This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case

may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. No amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure by any Grantor thereof from, shall in any event be effective except in accordance with Section 12.2 of the Credit Agreement.

[Remainder of page intentionally left blank]

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

**SafeSplash Swim School Parker, LLC
(effective upon the consummation of the
Streamline Acquisition),
as Grantor**


DocuSigned by:
Justin Hoeweler
By: _____
E08C4798F06D411...
Name: Justin Hoeweler
Title: Authorized Signatory

**SafeSplash Brands, LLC (effective upon the
consummation of the Streamline Acquisition),
as Grantor**

DocuSigned by:
Justin Hoeweler
By: _____
E08C4798F06D411...
Name: Justin Hoeweler
Title: Authorized Signatory

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: Scott Lem
Title: Authorized Signatory




[Signature Page to Trademark Security Agreement]






TRADEMARK
REEL: 007766 FRAME: 0725


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered and Applied for Trademarks and Designs:

Mark	Owner	Filing or Registration Date	Serial / Registration Number	Status
	SafeSplash Brands, LLC	January 16, 2007 (Renewed on June 8, 2016)	3,198,921	Registered on the Principal Register
SafeSplash Swim School	SafeSplash Brands, LLC	January 2, 2007 (Renewed on June 9, 2016)	3,194,154	Registered on the Principal Register
Swimming... A Life Skill!	SafeSplash Brands, LLC	December 12, 2015	4,863,229	Registered on the Principal Register
SafeSplash Match	SafeSplash Brands, LLC	November 28, 2017	5,343,822	Registered on the Principal Register
	SafeSplash Brands, LLC	June 20, 2017	5,227,227	Registered on the Principal Register
	SafeSplash Brands, LLC	July 2, 2019	5,791,205	Registered on the Principal Register
BUBBLES TO BUTTERFLYS	SafeSplash Brands, LLC	November 19, 2019	5,911,989	Registered on the Principal Register
SafeSplash Certified	SafeSplash Brands, LLC	August 18, 2020	6,130,519	Registered on the Principal Register

Mark	Owner	Filing or Registration Date	Serial / Registration Number	Status
swimming is a life skill	SafeSplash Brands, LLC	March 29, 2022	97/335,781	Pending
	SafeSplash Brands, LLC	June 27, 2000	2,361,870	Registered on the Principal Register
Swimtastic	SafeSplash Brands, LLC	October 20, 1998 (Renewed on October 29, 2018)	2,199,001	Registered on the Principal Register
Smart Fish Swim In Schools	SafeSplash Brands, LLC	May 3, 2011 (Renewed on July 10, 2020)	3,954,761	Registered on the Principal Register
	SafeSplash Brands, LLC	November 8, 2016	5,227,227	Registered on the Principal Register
	SafeSplash Brands, LLC	January 7, 2020	5,956,336	Registered on the Principal Register
	SafeSplash Brands, LLC	January 7, 2020	5,956,337	Registered on the Principal Register
	SafeSplash Swim School Parker, LLC	September 18, 2018	5,564,148	Registered on the Principal Register
Miller Swim School	SafeSplash Swim School Parker, LLC	September 24, 2019	5,865,152	Registered on the Principal Register

Mark	Owner	Filing or Registration Date	Serial / Registration Number	Status
SWIM FASTER...FASTER	SafeSplash Brands, LLC	March 2, 2021	6283521	Registered on the Principal Register
SWIM LABS SWIM SCHOOL KIDS COMPETITIVE TRIATHLETE and Design 	SafeSplash Brands, LLC	July 14, 2020	6102568	Registered on the Principal Register
SWIMLABS	SafeSplash Brands, LLC	December 23, 2014	4658736	Registered on the Principal Register