

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771189

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ESN Swim School, LLC		10/07/2022	Limited Liability Company: TEXAS
Love to Swim School, LLC		10/07/2022	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Collateral Agent
Street Address:	100 South Wacker Drive, 18th Floor
City:	Chicago
State/Country:	UNITED STATES
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5064353	ALL STAR SWIM ACADEMY
Registration Number:	5053676	ALL STAR SWIM ACADEMY
Registration Number:	4269741	STEALTH
Registration Number:	4222636	SPLISH SPLASH BABY CLASS
Registration Number:	3122525	DOLPHIN DAVE
Registration Number:	3057013	SWIMKIDS
Registration Number:	5396468	SWIM SCRIPT
Registration Number:	5395369	BATHTIME BABIES
Registration Number:	3515449	LOVE TO SWIM SCHOOL
Registration Number:	3536572	LOVE TO SWIM SCHOOL
Serial Number:	97585305	SAFETY WITH A SPLASH OF LOVE

CORRESPONDENCE DATA

Fax Number:

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: 3127646944

Email: TMaloney@KSLaw.com

TRADEMARK

REEL: 007906 FRAME: 0709

Correspondent Name: Timothy Maloney
Address Line 1: 110 North Wacker Drive, Suite 3800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: C/M: 24080.515032

NAME OF SUBMITTER: Timothy Maloney

SIGNATURE: /Timothy Maloney/

DATE SIGNED: 12/01/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2022 (this “Trademark Security Agreement”), made by ESN Swim School, LLC, a Texas limited liability company and Love to Swim School, LLC, a Texas limited liability company (together, the “Grantors”), in favor of Golub Capital Markets LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of October 7, 2022 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ESN Venture Holdings, LLC, Emler Midco, LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto, Golub Capital Markets LLC, as Administrative Agent, and the other parties party thereto.

WHEREAS, each Grantor is party to a Security Agreement, dated as of October 7, 2022 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. Each Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to the Owned Trademarks listed on Schedule I hereto, and all proceeds of such Owned Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such

documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

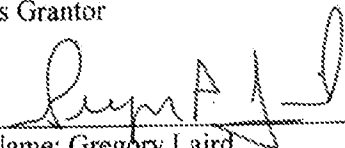
Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

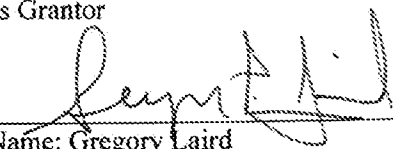
[Signature pages follow]

IN WITNESS WHEREOF, the 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.

ESN SWIM SCHOOL, LLC
as Grantor

By: 
Name: Gregory Laird
Title: Chief Executive Officer

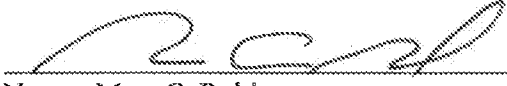
LOVE TO SWIM SCHOOL, LLC
as Grantor

By: 
Name: Gregory Laird
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007906 FRAME: 0713

GOLUB CAPITAL MARKETS LLC, as Collateral Agent



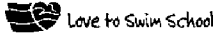
By: 
Name: Marc C. Robinson
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owner</u>
ALL STAR SWIM ACADEMY	10/18/2016	5064353	ESN Swim School, LLC
 All Star Swim ACADEMY	10/4/2016	5053676	ESN Swim School, LLC
STEALTH	1/1/2013	4269741	ESN Swim School, LLC
SPLISH SPLASH BABY CLASS	10/9/2012	4222636	ESN Swim School, LLC
	8/1/2006	3122525	ESN Swim School, LLC
SWIMKIDS	2/7/2006	3057013	ESN Swim School, LLC
SWIM SCRIPT	2/6/2018	5396468	ESN Swim School, LLC
BATHTIME BABIES	2/6/2018	5395369	ESN Swim School, LLC
LOVE TO SWIM SCHOOL	10/14/2008	3515449	Love to Swim School, LLC
 Love to Swim School	11/25/2008	3536572	Love to Swim School, LLC

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Owner</u>
SAFETY WITH A SPLASH OF LOVE	N/A	97585305 (App No.)	ESN Swim School, LLC