

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property Collateral at Reel/Frame No. 7504/0465		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitehorse Capital Management, LLC, as Collateral Agent		12/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Unleashed Brands, LLC		
Street Address:	2350 Airport Freeway, Suite 505		
City:	Bedford		
State/Country:	TEXAS		
Postal Code:	76022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90587241	UNLEASHED BRANDS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030205-0598		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/27/2022		
Total Attachments: 9			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of December 23, 2022, is made by WHITEHORSE CAPITAL MANAGEMENT, LLC, as collateral agent (the “Collateral Agent”) in favor of UATP IP, LLC, a Texas limited liability company, UNLEASHED BRANDS, LLC, a Delaware limited liability company, SNAPOLOGY IP, LLC, a Pennsylvania limited liability company, and TLGI, LLC, a Delaware limited liability company (collectively, the “Grantors”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of November 19, 2021 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among, *inter alios*, the Grantors and the other parties party thereto in favor of the Collateral Agent, and those certain agreements described on Annex I attached hereto (the “IP Security Agreements”), the Grantors granted a security interest in certain collateral in favor of the Collateral Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to terminate and release the Security Agreement and the IP Security Agreements and the entirety of its security interests granted therein, including in the IP Collateral described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. The term “IP Collateral”, as used herein, shall mean all of each Grantor’s right, title or interest in, or to any and all of the Copyright Collateral, Patent Collateral and Trademark Collateral, including, without limitation, the copyright registrations, patent registrations, and trademark applications and registrations listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or IP Security Agreements, as applicable.


2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty and at the Grantors’ sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantors, and their successors and assigns, its security interest in and to the IP Collateral, the Security Agreement, the IP Security Agreements and any and all right, title and interest of the Collateral Agent in, to and under the Security Agreement and the IP Security Agreements including the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent retransfers and reassigns to the applicable Grantor any right, title or interest of any kind or nature it may have in, to or under such Grantor’s IP Collateral, without representation or warranty. The Collateral Agent hereby authorizes the Grantors and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office and the United States Copyright Office, at the sole expense of the Grantors, to evidence and effectuate the release and termination of the Collateral Agent’s security interest in the IP Collateral.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as a manual signatures.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

ANNEX I

Copyright Security Agreement, dated as of November 19, 2021 and recorded with the United States Copyright Office on December 1, 2021 at Volume/Doc. No. 15004/787.

Patent Security Agreement, dated as of November 19, 2021 and recorded with the United States Patent and Trademark Office on November 28, 2021 at Reel/Frame 058217/0892.

Trademark Security Agreement, dated as of November 19, 2021 and recorded with the United States Patent and Trademark Office on November 23, 2021 at Reel/Frame 7504/0430 and Reel/Frame 7504/0465 and on November 28, 2021 at Reel/Frame 7507/0655 and Reel/Frame 7507/0664.

ANNEX II

COPYRIGHT REGISTRATIONS

Borrower Party	Title	Copyright Number Registration Date
UATP IP, LLC	Urban air slam dunk.	VA0002096749 11/7/2017
UATP IP, LLC	Urban Air Adventure Park.	V9955D735 3/21/2018
UATP IP, LLC	Get up. get fly.	V9955D735 3/21/2018
UATP IP, LLC	URBAN AIR URBIE.	V Au001304643 4/27/2017
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym - Business Operations Manual.	TX0007027050 2/9/2009
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Developmental Karate.	TX0007023170 2/6/2009
TLGI, LLC (f/k/a The Little Gym International, Inc.)	[Registration of pictorial, graphic art and text for thelittlegym.com website]	VA0001270992 6/8/2004
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International ITS (Instructor Training System)	TX0006960021 2/13/2019
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Registration of Pictorial, graphic art and text for thelittlegymcom. website.	VA0001647840 12/10/2007
TLGI, LLC (f/k/a The Little Gym International, Inc.)	The Little gym.	VA0001630045 9/21/2007
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym Building the Best Team: Recruiting, Training, and Retaining Playbook.	TX0007026516 2/9/2009
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym Public Relations Manual.	TX0007027072 2/9/2009
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Registration of Pictorial, graphic art and text for thelittlegym.com website.	VA0001716660 6/26/2008
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Registration of Pictorial, graphic art and text for thelittlegym.com website.	VA0001772548 9/24/2008



Borrower Party	Title	Copyright Number Registration Date
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001891094 12/3/2009
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001686372 9/10/2009
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001671089 6/10/2009
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym Retention Tracking Tool Usage Guide.	TX0007023169 2/6/2009
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym.	VA0001741444 9/24/2010
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001724171 6/22/2010
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc.	VA0001772169 3/22/2011
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001779932 6/13/2011
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001790526 9/13/2011
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001878886 12/27/2012
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001836187 6/19/2012
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym serious fun.	VA0001871194 9/21/2012
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001963160 9/24/2013
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001897276 4/1/2013
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001879791 6/17/2013
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001962025 4/4/2014


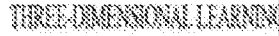

Borrower Party	Title	Copyright Number Registration Date
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001975714 7/18/2014
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001975790 10/10/2014
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001967372 5/13/2015
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0002008375 12/22/2015
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0001977226 2/4/2015
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym.	VA0002075785 9/6/2016
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0002033399 4/19/2016
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0002092170 9/29/2017
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website]	VA0002070654 5/17/2017
TLGI, LLC (f/k/a The Little Gym International, Inc.)	Little Gym International, Inc. Website.	VA0002170073 1/31/2019

PATENT REGISTRATIONS

Grantor	Country	Patent	Registration No.	Registration Date
UATP IP, LLC	USA	Multi-level play equipment	15/926,303	3/18/2020

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
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