

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TLGI, LLC		12/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1837113	THE LITTLE GYM	
Registration Number:	2057340	THE LITTLE GYM	
Registration Number:	2069466	THE LITTLE GYM	
Registration Number:	2522810	THE LITTLE GYM	
Registration Number:	3084402	THE LITTLE GYM	
Registration Number:	3430103	THE LITTLE GYM	
Registration Number:	4087241	THREE-DIMENSIONAL LEARNING	
Registration Number:	4218791	THE LITTLE GYM SERIOUS FUN.	
Registration Number:	4403977	WONDERKIDS CLUB	
Registration Number:	5595719	THE SPRINGBOARD TO LIFE'S ADVENTURES	
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		

OP \$265.00 1837113

ATTORNEY DOCKET NUMBER:	030205-0598
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/27/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Ares Capital Corporation (“Ares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (each as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 27, 2022 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among UA Holdings, LLC, a Delaware limited liability company (“Holdings”), Unleashed Brands, LLC, a Delaware limited liability company (the “Borrower”), the other Persons party thereto that are designated as Credit Parties, the Lenders from time to time party thereto, the L/C Issuer and the Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those United States Trademarks referred to on Schedule I hereto; provided, however, that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided further that, upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement 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.

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

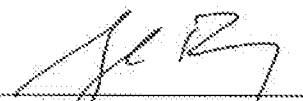
UNLEASHED BRANDS, LLC,
as Grantor

By: 
Name: Scott Perry
Title: Chief Financial Officer


SNAPOLOGY IP, LLC,
as Grantor

By: 
Name: Scott Perry
Title: Chief Financial Officer

UATP IP, LLC,
as Grantor

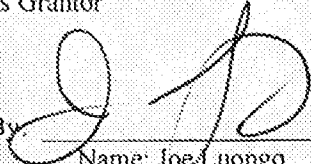
By: 
Name: Scott Perry
Title: Chief Financial Officer

TLGI, LLC,
as Grantor

By: 
Name: Scott Perry
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Premier Martial Arts International, LLC,
as Grantor


By 
Name: Joe Luongo
Title: Interim President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007934 FRAME: 0770

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007934 FRAME: 0771

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Name of Grantor	Trademark Name	Filing Date & Appl. No.	Reg. Date & Reg. No.	Status
Premier Martial Arts International, LLC	PREMIER MARTIAL ARTS	3/31/2021 90615441	5/3/2022 6716126	Registered
Premier Martial Arts International, LLC	PREMIER MARTIAL ARTS	7/13/2020 90050032	8/24/2021 6459164	Registered
Premier Martial Arts International, LLC	PREMIER MARTIAL ARTS	7/13/2020 90050080	7/27/2021 6431589	Registered
Premier Martial Arts International, LLC	CROSS KICK	7/20/2012 85683111	10/28/2014 4629125	Registered
Premier Martial Arts International, LLC	PREMIER MARTIAL ARTS	2/23/2006 78821979	8/21/2007 3282683	Registered
Snapology IP, LLC	Snapology	4/26/2012 85023697	9/6/2011 4023579	Registration
Snapology IP, LLC	Snapology Junior	1/9/2018 87748191	1/15/2019 5657566	Registered
Snapology IP, LLC	Snapology Logo	2/15/2012 85543195	10/9/2012 4221339	Registered
TLGI, LLC	THE LITTLE GYM	14-May-1993 74/392,113	17-May-1994 1,837,113	Renewed
TLGI, LLC		23-May-1996 75/108,370	29-Apr-1997 2,057,340	Renewed
TLGI, LLC		23-May-1996 75/108,492	10-Jun-1997 2,069,466	Renewed
TLGI, LLC	THE LITTLE GYM	15-Mar-2001 78/053,406	25-Dec-2001 2,522,810	Renewed
TLGI, LLC	THE LITTLE GYM	23-Sep-2003 78/304,356	25-Apr-2006 3,084,402	Renewed
TLGI, LLC		22-Aug-2007 77/262,213	20-May-2008 3,430,103	Renewed
TLGI, LLC		25-May-2011 85/330,063	17-Jan-2012 4,087,241	Registered
TLGI, LLC		21-Apr-2011 85/301,467	02-Oct-2012 4,218,791	Registered
TLGI, LLC	WONDERKIDS CLUB	21-Dec-2011 85/501,561	17-Sep-2013 4,403,977	Registered
TLGI, LLC	THE SPRINGBOARD TO LIFE'S ADVENTURES	27-Mar-2018 87/852,447	30-Oct-2018 5,595,719	Registered
UATP IP, LLC	HOLIDAY HEIGHTS	11/2/2020 90293463	7/27/2021 6433809	Registered
UATP IP, LLC	URBAN AIR ADVENTURE PARK	6/11/2020 88960568	11/15/2022 6901733	Registered
UATP IP, LLC	GEAR UP! GAME ON!	3/12/2019 88336531	3/23/2021 6301907	Registered

UATP IP, LLC	SCARE IN THE AIR	10/26/2018 88156777	11/3/2020 6190408	Registered
UATP IP, LLC	URBAN AIR	10/22/2019 88663569	6/2/2020 6067884	Registered
UATP IP, LLC	URBAN AIR ADVENTURE PARK	10/18/2016 87207115	1/2/2018 5371211	Registered
UATP IP, LLC	ADVENTURE HUB	2/24/2017 87348394	3/6/2018 5419676	Registered
UATP IP, LLC	UA	11/3/2017 87670678	5/14/2019 5752267	Registered
UATP IP, LLC	NEXT LEVEL PLAY	12/30/2017 87739049	10/30/2018 5597438	Registered
UATP IP, LLC	ACTIVATE AWESOME	12/30/2017 87739044	10/30/2018 5597437	Registered
UATP IP, LLC	SKY RIDER	2/24/2017 87348335	12/19/2017 5361358	Registered
UATP IP, LLC	URBAN AIR TRAMPOLINE PARK	1/12/2015 86501218	9/8/2015 4807427	Registered
UATP IP, LLC	GET UP. GET FLY.	1/14/2015 86503565	8/25/2015 4799297	Registered
Unleashed Brands, LLC	UNLEASHED BRANDS	3/18/2021 90587241	N/A	Application

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.