

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flaghouse, LLC		03/17/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as Agent		
Street Address:	200 Clarendon St., 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2333293	FLAGHOUSE	
Registration Number:	2391373	FLAGHOUSE	
Registration Number:	2333294	FLAGHOUSE	
Registration Number:	4495044	GO SLOW WHOA	
Registration Number:	4109431	GO SLOW WHOA	
Registration Number:	4590414	GO SLOW WHOA	
Registration Number:	4109422	GO SLOW WHOA	
Registration Number:	5340188	HALEY'S JOY	
Registration Number:	2613721	KIDNASTICS	
Registration Number:	5053775	THERAGYM	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergekohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		

OP \$265.00 2333293

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7129.023
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	04/07/2023
Total Attachments: 7 source=Flaghouse_Joinder_-_Intellectual_Property_Security_Agreement_(Term_Loan)#page1.tif source=Flaghouse_Joinder_-_Intellectual_Property_Security_Agreement_(Term_Loan)#page2.tif source=Flaghouse_Joinder_-_Intellectual_Property_Security_Agreement_(Term_Loan)#page3.tif source=Flaghouse_Joinder_-_Intellectual_Property_Security_Agreement_(Term_Loan)#page4.tif source=Flaghouse_Joinder_-_Intellectual_Property_Security_Agreement_(Term_Loan)#page5.tif source=Flaghouse_Joinder_-_Intellectual_Property_Security_Agreement_(Term_Loan)#page6.tif source=Flaghouse_Joinder_-_Intellectual_Property_Security_Agreement_(Term_Loan)#page7.tif	

THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS AS EVIDENCED HEREBY ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 29, 2022 (AS AMENDED OR MODIFIED FROM TIME TO TIME), BY AND AMONG PNC BANK, NATIONAL ASSOCIATION, AS ABL AGENT AND TCW ASSET MANAGEMENT COMPANY LLC, AS TERM AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE AMENDED AND RESTATED INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE AMENDED AND RESTATED INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 17th day of March, 2023, by FLAGHOUSE, LLC, a New York limited liability company (“Grantor”), in favor of TCW ASSET MANAGEMENT COMPANY LLC, in its capacity as agent for the Secured Parties defined below (in such capacity, together with its successors and assigns (“Agent”).

WHEREAS, pursuant to that certain Amended and Restated Term Loan Credit and Security Agreement, dated as of December 29, 2022 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), by and among Grantor, certain Affiliates and Subsidiaries of Grantor (together with the Grantor and any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), each Person party thereto as a guarantor from time to time (the “Guarantors”), the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders have agreed to make certain loans and provide certain financial accommodations to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this to Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

2. Grant and Reaffirmation of Security Interest. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent, any Trademark or any Copyright.

Notwithstanding the foregoing, the IP Collateral shall not include any Excluded Property.

3. Security for Obligations. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the other Secured Parties or any of them pursuant to the Credit Agreement.

4. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Representations, Warranties and Agreements. Grantor hereby represents and warrants to, and agrees with Agent and the other Secured Parties as follows: Schedule 1 hereto accurately lists all IP Collateral owned by Grantor and registered with the United States Patent and Trademark Office and the United States Copyright Office as of the date hereof.

6. Authorization to Supplement. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified by an update to Schedule 5.9 to the Credit Agreement delivered in accordance with Section 9.17 of the Credit Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. Construction. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

FLAGHOUSE, LLC

By: 

Name: Kevin Baehler

Title: Executive Vice President and Chief Financial
Officer

Accepted and agreed:

TCW ASSET MANAGEMENT COMPANY LLC,
as Agent

By: 

Name: Suzanne Grosso

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]




TRADEMARK
REEL: 008036 FRAME: 0512

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents.

Country	Title	Status	Pub. No. App. No.	Pub. Date App. Date	Owner
US	Therapeutic Swing	Issued	US8182356B2 US12651478	05/22/2012 01/03/2010	Flaghouse, LLC

Trademarks.

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Reg. Date	Record Owner
FLAGHOUSE	U.S.	Registered	75736958	06/25/1999	2333293	03/21/2000	Flaghouse, Inc.
FLAGHOUSE	U.S.	Registered	75736973	06/25/1999	2391373	10/03/2000	Flaghouse, Inc.
FLAGHOUSE	U.S.	Registered	75736972	06/25/1999	2333294	03/21/2000	Flaghouse, Inc.
GO SLOW WHOA	U.S.	Registered	77744392	05/26/2009	4495044	03/11/2014	Flaghouse, Inc.
GO SLOW WHOA	U.S.	Registered	77982874	05/26/2009	4109431	03/06/2012	Flaghouse, Inc.
GO SLOW WHOA & Design 	U.S.	Registered	77744402	05/26/2009	4590414	08/19/2014	Flaghouse, Inc.
GO SLOW WHOA & Design 	U.S.	Registered	77982775	05/26/2009	4109422	03/06/2012	Flaghouse, Inc.
HALEY'S JOY	U.S.	Registered	87430500	04/28/2017	5340188	11/21/2017	Flaghouse, Inc.
KIDNASTICS & Design 	U.S.	Registered	75813843	10/04/1999	2613721	09/03/2002	Flaghouse, Inc.
THERAGYM	U.S.	Registered	86913451	02/19/2016	5053775	10/04/2016	Flaghouse, Inc.