

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLSTAR HOLDINGS LLC		04/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86509395	A	
Serial Number:	86591298	ALLSTAR CARES!	
Serial Number:	86591300		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9653		
Email:	ypan@proskauer.com		
Correspondent Name:	Bethany Johnson		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11964-537		
NAME OF SUBMITTER:	Bethany Johnson		
SIGNATURE:	/Bethany Johnson/		
DATE SIGNED:	04/26/2023		
Total Attachments: 4			
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source=Trademark Security Agreement [Executed]#page4.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 26, 2023 (the "Trademark Security Agreement"), by ALLSTAR HOLDINGS LLC (as a "Grantor") in favor of MIDCAP FINANCIAL TRUST, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of April 26, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), ATHLETE MIDCO, LLC, a Delaware limited liability company ("Holdings"), ATHLETE BUYER, LLC, a Delaware limited liability company (the "Borrower"), the other Guarantors party thereto from time to time and MIDCAP FINANCIAL TRUST, as Administrative Agent, and each lender from time to time party thereto (collectively, the "Lenders").

WHEREAS, the Grantor is party to a Security Agreement, dated as of April 26, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor are listed on Schedule I attached hereto.


SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

ALLSTAR HOLDINGS LLC

By: 
Name: Chris Cole
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008052 FRAME: 0877

Schedule I

UNITED STATES TRADEMARKS:

Registrations and Applications:

Trademarks	Registration No.	Registration Date	Application No.	Filing Date	Registered Owner
	5073918	01-NOV-2016	86509395	21-JAN-2015	Allstar Holdings LLC
ALLSTAR CARES!	5813741	23-FEB-2016	86591298	08-APR-2015	Allstar Holdings LLC
	5807086	16-JULY-2019	86591300	08-APR-2015	Allstar Holdings LLC