

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM825166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame No. 7041/0090		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MIDCAP FINANCIAL TRUST		07/18/2023	STATUTORY TRUST: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIRCUSTRIX HOLDINGS, LLC		
<b>Street Address:</b>	86 N University Ave., #350		
<b>City:</b>	Provo		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4496844	DEFY GRAVITY	
<b>Registration Number:</b>	5886342	DEFY	
<b>Registration Number:</b>	5702092	DEFY GRAVITY	
<b>Registration Number:</b>	5886747	D DEFY	
<b>Registration Number:</b>	5886746	D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617.526.9739		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Alexandra Stanley		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	11964-124		
<b>NAME OF SUBMITTER:</b>	Alexandra Stanley		
<b>SIGNATURE:</b>	/Alexandra Stanley/		

CH \$140.00 4496844

<b>DATE SIGNED:</b>	07/18/2023
<b>Total Attachments: 4</b> source=CircusTriX - Termination of Trademark Security Agreement (CircusTriX Holdings LLC) (Executed) (7041-0090)#page1.tif source=CircusTriX - Termination of Trademark Security Agreement (CircusTriX Holdings LLC) (Executed) (7041-0090)#page2.tif source=CircusTriX - Termination of Trademark Security Agreement (CircusTriX Holdings LLC) (Executed) (7041-0090)#page3.tif source=CircusTriX - Termination of Trademark Security Agreement (CircusTriX Holdings LLC) (Executed) (7041-0090)#page4.tif	

**TERMINATION OF TRADEMARK SECURITY AGREEMENT**

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "Termination") made as of July 18, 2023, is made by **MIDCAP FINANCIAL TRUST**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below), in favor of **CIRCUSTRIX HOLDINGS, LLC**, a Delaware limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement or Trademark Security Agreement (as defined below), as applicable.

**WHEREAS**, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of December 27, 2017 (as amended by that certain First Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of February 13, 2018, that certain Second Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of June 6, 2018, that certain Third Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of December 27, 2018, that certain Fourth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of September 19, 2019, that certain Fifth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of April 7, 2020, that certain Sixth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of September 1, 2020, that certain Seventh Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of January 9, 2021, that certain Eighth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of September 1, 2021, that certain Ninth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of November 18, 2021, that certain Tenth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of May 10, 2022, that certain Eleventh Amendment to Amended and Restated Credit and Guaranty Agreement, dated March 3, 2023, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Credit Parties party thereto, the lenders from time to time party thereto (the "Lenders") and Administrative Agent, as administrative agent for the Lenders, the Lenders agreed to provide the Grantor with certain facilities;

**WHEREAS**, the Grantor, pursuant to that certain Trademark Security Agreement, dated as of September 1, 2020, by the Grantor in favor of the Administrative Agent (the "Trademark Security Agreement"), granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in and continuing lien on all Trademark Collateral (as defined in the Trademark Security Agreement);

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on September 1, 2020, at Reel 007041, Frame No. 0090; and

**WHEREAS**, the Administrative Agent has agreed to terminate and release its security interest in all of such Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Administrative Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the Trademark Collateral, including the trademark registrations listed on Exhibit A attached hereto, and reassigns any and all right, title and interest it has or may have had in the Trademark Collateral to the applicable owner.

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.

3. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

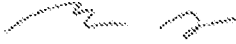
*(Signature Pages Follow)*

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Termination to be duly executed as of the day and year first hereinabove set forth.

**MIDCAP FINANCIAL TRUST**, a Delaware statutory trust

By: Apollo Capital Management, L.P.  
Its: Investment Manager

By: Apollo Capital Management GP, LLC  
Its: General Partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**EXHIBIT A**

**Trademark Registrations**

<b>TITLE</b>	<b>COUNTRY</b>	<b>STATUS</b>	<b>APPLICATION #</b>	<b>DATE FILED</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
DEFY GRAVITY and DESIGN	United States of America	Registered	85/636667	May-28-2012	4496844	Mar-18-2014
DEFY	United States of America	Registered	87/958524	Jun-12-2018	5886342	Oct-15-2019
DEFY GRAVITY	United States of America	Registered	88/052819	Jul-25-2018	5702092	Mar-19-2019
D DEFY & Design	United States of America	Registered	88/125648	Sep-20-2018	5886747	Oct-15-2019
D & Design	United States of America	Registered	88/125635	Sep-20-2018	5886746	Oct-15-2019