

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIRCUSTRIX HOLDINGS, LLC		07/18/2023	Limited Liability Company: DELAWARE
Sky Zone, LLC		07/18/2023	Limited Liability Company: NEVADA
Rockin Jump Holdings, LLC		07/18/2023	Limited Liability Company: CALIFORNIA
CircusTrix, LLC		07/18/2023	Limited Liability Company: UTAH
Sky Zone Franchise Group, LLC		07/18/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	5581725	CIRCUSTRIX	
Registration Number:	5089715	CIRCUSTRIX	
Registration Number:	5581726	PURVEYORS OF AWESOME	
Registration Number:	5089714	PURVEYORS OF AWESOME	
Registration Number:	5886746	D	
Registration Number:	6907358	D	
Registration Number:	5886342	DEFY	
Registration Number:	5886747	D DEFY	
Registration Number:	5702092	DEFY GRAVITY	
Registration Number:	6902370	DUNKJAM	
Registration Number:	6907357		

CH \$890.00 5581725

Property Type	Number	Word Mark
Registration Number:	4480024	JUMPSAFE
Registration Number:	4417547	ROCKIN' JUMP
Registration Number:	4464237	SAFE. CLEAN. FUN.
Registration Number:	5474034	THE ULTIMATE TRAMPOLINE PARK
Registration Number:	4794234	TRIPWIRE
Registration Number:	4854665	VERTICAL OPS
Registration Number:	4719708	X BEAM
Registration Number:	5281388	FUELZONE
Registration Number:	6164399	LITTLE LEAPERS
Registration Number:	2148279	SKY ZONE
Registration Number:	6070008	SKY ZONE
Registration Number:	4579253	SKY ZONE
Registration Number:	6743821	SKY ZONE TRAMPOLINE PARK
Registration Number:	5200587	SKYCLIMB
Registration Number:	5349117	SKYCLIMB
Registration Number:	4628886	SKYFIT
Registration Number:	4965857	SKYHOOPS
Registration Number:	3157653	SKYMANIA
Registration Number:	3122435	SKYROBICS
Registration Number:	4602835	SKY SOCKS
Registration Number:	3520145	SZ
Registration Number:	4549384	ULTIMATE DODGEBALL
Registration Number:	6116141	ULTIMATE DODGEBALL
Serial Number:	97577329	D

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Phone: 617.526.9739

Email: ypan@proskauer.com

Correspondent Name: Alexandra Stanley

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	11964-124
NAME OF SUBMITTER:	Alexandra Stanley
SIGNATURE:	/Alexandra Stanley/
DATE SIGNED:	07/18/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of July 18, 2023, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of July 18, 2023 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among CIRCUSTRIX HOLDINGS, LLC, a Delaware limited liability company (“**CircusTrix**”), each other Person (as defined therein) from time to time which joins thereto as a “**Borrower**” (together with CircusTrix, each, a “**Borrower**”, and collectively, the “**Borrowers**”), TRAMPOLINE ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor (as defined therein), each of the other Guarantors from time to time party thereto, the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of July 18, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor's U.S. Trademark registrations, U.S. Trademark applications and U.S. Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

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

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Administrative Agent within thirty (30) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent (but Administrative Agent shall be under no obligation) to unilaterally modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule

1 shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY 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.

10. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

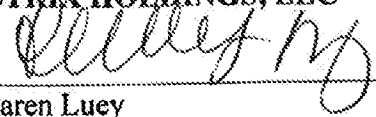
11. Financing Document. This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[*Signature pages follow*]

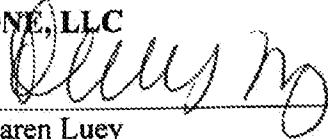
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

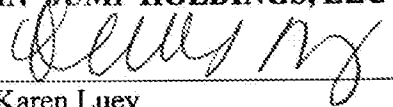
CIRCUSTRIX HOLDINGS, LLC

By: 
Name: Karen Luey
Title: Authorized Signatory

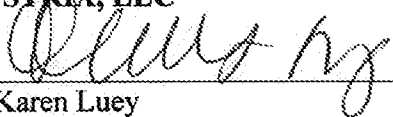
SKY ZONE, LLC

By: 
Name: Karen Luey
Title: Authorized Signatory

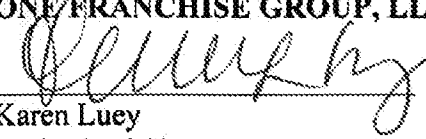
ROCKIN' JUMP HOLDINGS, LLC

By: 
Name: Karen Luey
Title: Authorized Signatory

CIRCUSTRIX, LLC

By: 
Name: Karen Luey
Title: Authorized Signatory

SKY ZONE FRANCHISE GROUP, LLC

By: 
Name: Karen Luey
Title: Authorized Signatory

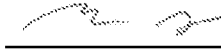
[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

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

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Country	Mark	Registration No.	Registration Date
CircusTrix, LLC	USA	CIRCUSTRIX	5581725	9-Oct-18
CircusTrix, LLC	USA	CIRCUSTRIX	5089715	29-Nov-16
CircusTrix, LLC	USA	PURVEYORS OF AWESOME	5581726	9-Oct-18
CircusTrix, LLC	USA	PURVEYORS OF AWESOME	5089714	29-Nov-16
CircusTrix Holdings, LLC	USA	D EYE DESIGN	5886746	15-Oct-19
CircusTrix Holdings, LLC	USA	D EYE DESIGN	6907358	22-Nov-22
CircusTrix Holdings, LLC	USA	DEFY	5886342	15-Oct-19
CircusTrix Holdings, LLC	USA	DEFY D EYE & DESIGN	5886747	15-Oct-19
CircusTrix Holdings, LLC	USA	DEFY GRAVITY	5702092	19-Mar-19
CircusTrix Holdings, LLC	USA	DUNKJAM	6902370	15-Nov-22
CircusTrix Holdings, LLC	USA	HOUSE OF TRIX		
CircusTrix Holdings, LLC	USA	HOUSE OF TRIX	10569046-0190	18-Oct-17
CircusTrix Holdings, LLC	USA	NEW EYE LOGO	6907357	22-Nov-22
Rockin Jump Holdings, LLC	USA	JUMPSAFE	4480024	11-Feb-14
Rockin Jump Holdings, LLC	USA	ROCKIN' JUMP	4417547	15-Oct-13

Rockin Jump Holdings, LLC	USA	SAFE. CLEAN. FUN.	4464237	7-Jan-14
Rockin Jump Holdings, LLC	USA	THE ULTIMATE TRAMPOLINE PARK	5474034	22-May-18
Rockin Jump Holdings, LLC	USA	TRIPWIRE	4794234	18-Aug-15
Rockin Jump Holdings, LLC	USA	VERTICAL OPS	4854665	17-Nov-15
Rockin Jump Holdings, LLC	USA	X BEAM	4719708	14-Apr-15
Sky Zone, LLC	USA	FUELZONE	5281388	5-Sep-17
Sky Zone, LLC	USA	LITTLE LEAPERS	6164399	29-Sep-20
Sky Zone, LLC	USA	SKY ZONE	2148279	31-Mar-98
Sky Zone, LLC	USA	SKY ZONE	6070008	2-Jun-20
Sky Zone, LLC	USA	SKY ZONE	4579253	5-Aug-14
Sky Zone, LLC	USA	SKY ZONE TRAMPOLINE PARK & CROSS DESIGN	6743821	31-May-22
Sky Zone, LLC	USA	SKYCLIMB	5200587	9-May-17
Sky Zone, LLC	USA	SKYCLIMB	5349117	5-Dec-17
Sky Zone, LLC	USA	SKYFIT	4628886	28-Oct-14
Sky Zone, LLC	USA	SKYHOOPS	4965857	24-May-16
Sky Zone, LLC	USA	SKYMANIA	3157653	17-Oct-06

Sky Zone, LLC	USA	SKYROBICS	3122435	1-Aug-06
Sky Zone, LLC	USA	SKY SOCKS	4602835	9-Sep-14
Sky Zone, LLC	USA	SZ & DESIGN	3520145	21-Oct-08
Sky Zone, LLC	USA	ULTIMATE DODGEBALL	4549384	10-Jun-14
Sky Zone, LLC	USA	ULTIMATE DODGEBALL	6116141	4-Aug-20

TRADEMARK APPLICATIONS

Grantor	Country	Mark	Application No.	Application Date
CircusTrix Holdings, LLC	USA	PRIMARY LOGO	97577329	02-Sep-2022

LICENSES

NONE.