

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vasa Fitness, LLC		08/14/2023	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97775291	V VASA FITNESS	
Registration Number:	5011458	V	
Registration Number:	5198031	V	
Registration Number:	5091721	V VASA FITNESS	
Registration Number:	5064742	VASA FITNESS	
Registration Number:	5093883	VASA FITNESS	
Registration Number:	5011457	VASA FITNESS	
Registration Number:	6248603	STUDIO RED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		

CH \$215.00 97775291

SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	08/16/2023
Total Attachments: 5 source=Executed - VASA - Trademark Security Agreement#page1.tif source=Executed - VASA - Trademark Security Agreement#page2.tif source=Executed - VASA - Trademark Security Agreement#page3.tif source=Executed - VASA - Trademark Security Agreement#page4.tif source=Executed - VASA - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of August 14, 2023, by and between VASA FITNESS, LLC, a Utah limited liability company (“Grantor”), in favor of CRESTLINE DIRECT FINANCE, L.P., in its capacity as collateral agent for certain secured parties (“Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of date hereof by and among VASA FITNESS BUYER, INC., a Delaware corporation, the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the “Lenders”) and Crestline Direct Finance, L.P., as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of date hereof by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related 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.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

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

GRANTORS:

VASA FITNESS, LLC

By: 

Name: Rich Nelsen

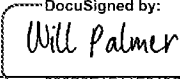
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

CRESTLINE DIRECT FINANCE, L.P.,
as Collateral Agent





By: Crestline Direct Finance (GP), L.L.C.,
its general partner

By: Crestline Investors, Inc.,
its manager

By: 
Name: will Palmer
Title: Managing Director

Schedule A to Trademark Security Agreement

Registered Trademarks

Trademarks	Applicant/ Owner	Jurisdiction	Serial Number	Filing Date	Registration Number	Registration Date
V VASA FITNESS (Stylized) 	VASA Fitness, LLC	USPTO	97775291	01/31/2023	Pending	Pending
VASA STUDIO FLOW	VASA Fitness, LLC	USPTO	97202565	01/04/2022	Pending	Pending
V (Stylized) 	VASA Fitness, LLC	USPTO	86789333	10/15/2015	5,011,458	08/02/2016
V (Stylized) 	VASA Fitness, LLC	USPTO	86789509	10/15/2015	5,198,031	05/09/2017
V VASA FITNESS & Design 	VASA Fitness, LLC	USPTO	86433283	10/24/2014	5,091,721	11/29/2016
VASA FITNESS	VASA Fitness, LLC	USPTO	86368456	08/15/2014	5,064,742	10/18/2016
VASA FITNESS	VASA Fitness, LLC	USPTO	86789562	10/15/2015	5,093,883	12/06/2016
VASA FITNESS	VASA Fitness, LLC	USPTO	86789152	10/15/2015	5,011,457	08/02/2016
STUDIO RED	VASA Fitness, LLC	USPTO	88730655	12/17/2019	6,248,603	01/19/2021