

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CLIFFS MOTHERSHIP LLC		11/21/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	2001 Ross Avenue Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	7048546	THE CLIFFS CLIMBING + FITNESS	
Registration Number:	7048520	THE CLIFFS CLIMBING + FITNESS	
Registration Number:	5304572	THE CLIFFS	
Registration Number:	5304570	THE CLIFFS	
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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street NE Suite 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	11/21/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 20, 2023 (this “**Agreement**”), is entered into by and between **THE CLIFFS MOTHERSHIP LLC** (“**Grantor**”), to and for the benefit of **GOLDMAN SACHS BANK USA**, as Collateral Agent.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of November 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement), by and among Grantor, as a Company, **MOVEMENT HOLDINGS, LLC** (F/K/A/ EL CAP HOLDINGS, LLC), a Delaware limited liability company (“**Holdings**”), as a Guarantor and as Credit Party Representative, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and **GOLDMAN SACHS BANK USA**, as Administrative Agent and Collateral Agent;

WHEREAS, reference is hereby made to that certain Pledge and Security Agreement, dated as of November 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among Grantor, Holdings, the other Credit Parties party thereto from time to time and Collateral Agent;

WHEREAS, in accordance with the provisions of the Pledge and Security Agreement, Grantor now desires to grant a security interest in and to certain Intellectual Property (as defined in the Pledge and Security Agreement), including, without limitation, the Trademark Collateral (as defined below) of Grantor included as Collateral under the Pledge and Security Agreement; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks (as defined in the Pledge and Security Agreement), including the U.S registrations referred to on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e)

all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization to Supplement. Upon written request by Collateral Agent, Grantor hereby agrees to amend Schedule 1 hereto to include any future U.S Trademark registrations and applications for registration of Grantor. Notwithstanding the foregoing, no failure to so amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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

THE CLIFFS MOTHERSHIP LLC, as
Grantor

By: 
Name: Scott Yeager
Title: Chief Financial Officer




ACCEPTED AND ACKNOWLEDGED:

GOLDMAN SACHS BANK USA, as Collateral Agent

By: 
Name: Justin Betzen
Title: Authorized Signatory

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Word Mark	Jurisdiction	Registration Number	Registration Date
	THE CLIFFS CLIMBING + FITNESS	United States	7048546	May 9, 2023
	THE CLIFFS CLIMBING + FITNESS	United States	7048520	May 9, 2023
	THE CLIFFS	United States	5304572	October 10, 2017
The Cliffs	THE CLIFFS	United States	5304570	October 10, 2017