

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOVEMENT HOLDINGS, LLC	FORMERLY EL CAP HOLDINGS, LLC	12/29/2023	Limited Liability Company: DELAWARE
MOVEMENT SUMMIT GROUP, LLC		12/29/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	2001 Ross Avenue Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6680280	MOVEMENT CLIMBING YOGA FITNESS	
<b>Serial Number:</b>	97295911		
<b>Serial Number:</b>	88782565	MOVEMENT CLIMBING	
<b>Serial Number:</b>	88780927	MOVEMENT CLIMBING AND TRAINING	
<b>Serial Number:</b>	88781063	MOVEMENT CLIMBING, YOGA AND FITNESS	
<b>Serial Number:</b>	88782594	MOVEMENT FITNESS	
<b>Serial Number:</b>	97886017	SUMMIT CLIMBING	
<b>Serial Number:</b>	97886019	SUMMIT GYMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	erobinson@huntonak.com		
<b>Correspondent Name:</b>	Erika Robinson		
<b>Address Line 1:</b>	600 Peachtree Street NE Suite 4100		
<b>Address Line 2:</b>	c/o Hunton Andrews Kurth LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		

CH \$215.00 6680280

<b>NAME OF SUBMITTER:</b>	Erika Robinson
<b>SIGNATURE:</b>	/ErikaRobinson/
<b>DATE SIGNED:</b>	12/29/2023
<b>Total Attachments: 5</b> source=GS_Movement - Trademark Security Agreement (Sixth Amendment) (Executed) - 305127434-v3#page1.tif source=GS_Movement - Trademark Security Agreement (Sixth Amendment) (Executed) - 305127434-v3#page2.tif source=GS_Movement - Trademark Security Agreement (Sixth Amendment) (Executed) - 305127434-v3#page3.tif source=GS_Movement - Trademark Security Agreement (Sixth Amendment) (Executed) - 305127434-v3#page4.tif source=GS_Movement - Trademark Security Agreement (Sixth Amendment) (Executed) - 305127434-v3#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 29, 2023 (this “**Agreement**”), is entered into by and between **MOVEMENT HOLDINGS, LLC** (F/K/A/ **EL CAP HOLDINGS, LLC**), a Delaware limited liability company (“**Holdings**”), and **MOVEMENT SUMMIT GROUP, LLC**, a Texas limited liability company (“**Summit**” and, together with **Holdings**, each, individually, a “**Grantor**” and, collectively, “**Grantors**”), 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 Grantors, 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 Grantors, 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, each 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 each 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 each 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, each 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, each 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 such 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 and applications for registration 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. Each 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, each Grantor hereby agrees to amend Schedule 1 hereto to include any future U.S Trademark registrations and applications for registration of such 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.**

[Remainder of Page Intentionally Blank]

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

**MOVEMENT HOLDINGS, LLC**, as a Grantor

DocuSigned by:  
By: Scott Yeager  
A94409EC6E37493...  
Name: Scott Yeager  
Title: Chief Financial Officer

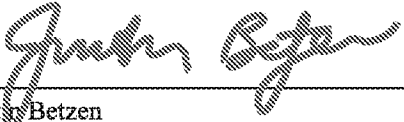
**MOVEMENT SUMMIT GROUP, LLC**, as a Grantor

By: Movement Holdings, LLC, its Sole Member

DocuSigned by:  
By: Scott Yeager  
A94409EC6E37493...  
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**

<b>TRADEMARK REGISTRATION</b>			
<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Date of Registration</u>
MOVEMENT CLIMBING YOGA FITNESS	Movement Holdings, LLC	6680280	March 22, 2022

<b>TRADEMARK APPLICATIONS</b>			
<u>Trademark</u>	<u>Owner</u>	<u>Application Number</u>	<u>Date of Application</u>
	Movement Holdings, LLC	97295911	March 4, 2022
MOVEMENT CLIMBING	Movement Holdings, LLC	88782565	February 3, 2020
MOVEMENT CLIMBING AND TRAINING	Movement Holdings, LLC	88780927	January 31, 2020
MOVEMENT CLIMBING, YOGA AND FITNESS	Movement Holdings, LLC	88781063	January 31, 2020
MOVEMENT FITNESS	Movement Holdings, LLC	88782594	February 3, 2020
SUMMIT CLIMBING	Movement Summit Group, LLC	97886017	April 13, 2023
SUMMIT GYMS	Movement Summit Group, LLC	97886019	April 13, 2023