

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI14632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ragnar Events LLC		02/07/2024	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Company Name:	ACP Post Oak Credit II LLC, as Collateral Agent		
Street Address:	3009 Post Oak Blvd.		
Internal Address:	Suite 1250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	77328669		
Serial Number:	85168643		
Serial Number:	85168635	RAGNAR	
Serial Number:	77182716	RAGNAR	
Serial Number:	87251853	RAGNAR TRAIL	
Serial Number:	85168629	RUN. DRIVE. SLEEP? REPEAT.	
Serial Number:	86313966	RAGNAR LIVE	
Serial Number:	86716097	FIND YOUR INNER WILD	
Serial Number:	86357942	CONQUER TOGETHER	
Serial Number:	77757593	WILL RUN FOR BOURBON	
Serial Number:	77757570	THE BOURBON CHASE	
Serial Number:	98091150		
Serial Number:	98091122	RAGNAR	
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>			

OP \$340.00.00 77328669

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2264864 TM E

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 02/13/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 7, 2024, is made by Ragnar Events LLC, a Utah limited liability company (the "Grantor") in favor of ACP Post Oak Credit II LLC, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

Recitals

The Collateral Agent, FitLab Inc. and the Lenders from time to time party thereto have entered into a Senior Secured Term Loan Credit Agreement, dated as of February 7, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Pursuant to the Credit Agreement and as a condition to the extension of credit by the Lenders under the Credit Agreement, the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of February 7, 2024 (the "Collateral Agreement"), in favor of the Collateral Agent for the ratable benefit of the Secured Parties.

The Grantor solely and exclusively owns the trademarks and trademark applications listed on Schedule A attached hereto (the "Trademarks"), which Trademarks have been issued by or are pending applications in the United States Patent and Trademark Office or the applicable Governmental Authority.

This Agreement has been executed in conjunction with the security interest granted under the Collateral Agreement to the Collateral Agent for the ratable benefit of the Secured Parties. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. Unless otherwise indicated, all capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2. The Security Interest. The Grantor hereby pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests and whether now existing or hereafter coming into existence: (1) any and all trademarks and trademark applications, including the Trademarks (except any "intent to use" Trademark applications pending under Section 1(b) of the Trademark Act for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed)); (2) all divisionals, continuations, renewals, extensions and continuations-in-part thereof; (3) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (4) all rights to sue for past, present and future infringements thereof; (5) all goodwill of the business associated with the foregoing; (6) all rights corresponding to any of the foregoing throughout the world; and (7) all Proceeds of the foregoing.

3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

Ragnar Events LLC

By: Michael Melby
Name: Michael Melby
Title: Co-Chief Executive Officer

[Signature Page to Trademark Security Agreement – Ragnar Events LLC]

TRADEMARK
REEL: 008343 FRAME: 0004

Acknowledged and Agreed:

ACP POST OAK CREDIT II LLC
as Collateral Agent
















By:



Name: Matthew E. Laterza
Title: Chief Operating Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008343 FRAME: 0005

Trademarks

Mark	Jurisdiction / Designation	Application Date	Serial #	Reg. Date	Reg. Number
	USA	11/13/07	77328669	7/8/08	3461822
	New Zealand	12/4/17	77328669	12/4/17	Int'l Reg. No. 1385277 NZ TM Reg. No. 1085291
	Australia	12/4/17	77328669	12/4/17	Int'l Reg. No. 1385277 AU TM Reg. No. 1902396
	Mexico	2/5/15	77328669	2/5/15	1268427
	Mexico	2/5/15	77328669	2/5/15	1240986
	Japan	08/28/17	77328669	08/28/17	1370852
	Norway	2/21/16	77328669	2/21/16	1294583
	China	1/11/16	77328669	1/11/16	1289167
	USA	11/3/10	85168643	6/14/11	3977763
	New Zealand	12/4/17	85168643	12/4/17	Int'l Reg. No. 1385547 NZ TM Reg. No. 1085334
	Australia	12/4/17	85168643	12/4/17	Int'l Reg. No. 1385547 AU TM Reg. No. 1902453
	Japan	8/28/17	85168643	8/28/17	1367205
	China	1/11/16	85168643	1/11/16	1289168

	European Union	11/4/10	9498528	4/26/11	9498528
	Canada	11/4/10	1502557	7/11/13	TMA855001
RAGNAR	European Union	11/4/10	9498239	3/10/15	9498239
RAGNAR	USA	11/3/2010	85168635	12/30/14	4661635
RAGNAR	New Zealand	12/4/17	85168635	12/4/17	Int'l Reg. No. 1385028 NZ TM Reg. No. 1084988
RAGNAR	Australia	12/4/17	85168635	12/4/17	Int'l Reg. No. 1385028 AU TM Reg. No. 1900972
RAGNAR	Mexico	2/5/15	85168635	2/5/15	1239483
RAGNAR	Japan	1/11/16	85168635	1/11/16	Int'l Reg. No. 1288022 JP TM Reg. No. 4661635
RAGNAR	USA	5/16/07	77182716	9/16/08	3500730
RAGNAR	Mexico	2/5/2015	77182716	2/5/2015	1254351
RAGNAR	New Zealand	12/4/17	77182716	12/4/17	Int'l Reg. No. 1388112 NZ TM Reg. No. 1086531
RAGNAR	Australia	12/4/17	77182716	12/4/17	Int'l Reg. No. 1388112 AU TM Reg. No. 1905592
RAGNAR	China	1/11/16	77182716	01/11/16	Int'l Reg. No. 1288329 CN TM Reg. No. 1288329 Date of Grant – 05/09/2017
RAGNAR	Japan	1/11/16	77182716	01/11/16	Int'l Reg. No. 1288329 JP TM Reg. No. 3500730
RAGNAR	Norway	1/28/16	77182716	1/28/16	1291092
RAGNAR	Canada	11/4/10	1502556	7/11/13	TMA855000

Ragnar Trail	USA	11/30/16	87251853	7/25/17	524987
RUN. DRIVE. SLEEP? REPEAT.	USA	11/3/10	85168629	4/17/12	4127611
Ragnar Live	USA	6/18/14	86313966	N/A	N/A
Find Your Inner Wild	USA	8/5/15	86716097	3/8/16	4913613
Conquer Together	USA	8/5/14	86357942	N/A	N/A
Will Run For Bourbon	USA	6/11/09	77757593	4/20/10	3777124
The Bourbon Chase	USA	6/11/09	77757570	5/11/10	3786937
	USA	7/19/23	98091150	N/A	N/A
RAGNAR	USA	7/18/23	98091122	N/A	N/A