

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFESPLASH SWIM SCHOOL PARKER, LLC		12/27/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6628473	SWIM DISCOVERY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	004746/0041		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	12/29/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 27, 2023 (this "Agreement"), is made by the signatory hereto indicated as a Grantor (the "Grantor") in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, the "Agent") for and on behalf of the Lenders, the L/C Issuers and each other Secured Party.

WHEREAS, pursuant to that certain Credit Agreement dated as of October 18, 2021 by and among the Borrower, the other Loan Parties from time to time party thereto, the Agent and the Lenders, as amended by that certain Consent and Amendment No. 1 to Credit Agreement, dated as of June 6, 2022 (the "First Amendment"), and as further amended by that certain Consent and Amendment No. 2 to Credit Agreement, dated as of September 1, 2023 (as the same may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, to secure the Obligations of the Grantor under the Credit Agreement and the related Loan Documents (the "Secured Obligations"), and as a condition precedent to the obligation of the Lenders to make the 2022 Incremental Term Loans and the 2022 Incremental Revolving Loan Commitments under the First Amendment, the Grantor entered into a Loan Party Joinder Agreement with the Agent, dated as of June 30, 2022, pursuant to which (i) the Grantor was joined to the Security Agreement dated as of October 18, 2021 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the original grantors party thereto and the Agent, and (ii) the Grantor granted to the Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of, for its benefit and the benefit of the other Loan Parties, a Lien on and security interest in (the "Security Interest") and to the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute this Agreement, in order to record the Security Interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. To secure the prompt and complete payment and performance when due of the Secured Obligations, including all renewals, extensions, restructurings, refinancings and modifications of any or all of the Secured Obligations, the Grantor hereby grants to the Agent (except to the extent in violation of any applicable requirement of law), for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of the Grantor's right, title and interest in and to the following property, in each case, whether now owned

or existing or hereafter acquired or arising and regardless of where located (collectively, the “Trademark Collateral”):

(a) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers and design (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including the registrations and applications listed on Schedule A hereto; (b) all renewals thereof; (c) all goodwill associated with or symbolized by any of the foregoing, (d) the right to sue for past, present, and future infringement thereof, and (e) all other rights, priorities, and privileges arising under or related to the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent to use” Trademark applications for which a statement-of-use or amendment-to-allege-use has not been filed and accepted (but only until such statement or amendment is filed and accepted).

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Lenders and other Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK. The terms of Sections 12.9 (“Governing Law”) and 12.13 (“Waiver of Jury Trial”) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 5. Counterparts; Effectiveness

This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. No

amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure by any Grantor thereof from, shall in any event be effective except in accordance with Section 12.2 of the Credit Agreement.

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

SAFESPLASH SWIM SCHOOL PARKER, LLC,
as Grantor

By: 
Name: Justin Hoeveler
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATION

Mark with Image	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
SWIM DISCOVERY SWIM DISCOVERY	United States	90571223 March 10, 2021	6628473 January 25, 2022	Live	SafeSplash Swim School Parker, LLC