

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI45876

<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>
ABC Fitness Solutions, LLC		02/22/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5573319	ABC FINANCIAL	
<b>Registration Number:</b>	6274133	ABC FITNESS SOLUTIONS	
<b>Registration Number:</b>	7001077	ABC FITNESS SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Phone:</b>	2138918886		
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Rhonda DeLeon		
<b>Address Line 1:</b>	Latham & Watkins LLP		
<b>Address Line 2:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049268-0486		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	Rhonda DeLeon		
<b>DATE SIGNED:</b>	02/22/2024		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Antares Capital LP, as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

### PRELIMINARY STATEMENTS

**WHEREAS**, the Grantor and certain other grantors are party to the Security Agreement, dated as of February 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**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 Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** As security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor at any time in the future may own or acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks arising under applicable Law including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby; and

(ii) (a) all renewals, extensions, supplements and continuations thereof, (b) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or other violations thereof, (c) all rights to sue for past, present and future infringements, dilutions and other violations thereof, and (d) all other rights priorities and privileges arising thereunder or pertaining thereto throughout the world.

**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 or service application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto and acceptance thereof by the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would invalidate, impair, void or otherwise adversely affect such application or any resulting registration under applicable federal law.

**SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. 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.

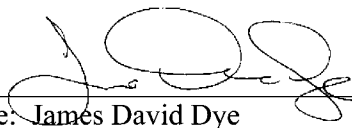
**SECTION 4. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. SECTION 10.15(B) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.**

**SECTION 5. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement (including in .pdf format) shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The terms of Sections 10.11 and 10.21 of the Credit Agreement with respect to counterparts and electronic execution of documents are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature Pages Follow]*

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.

**ABC FITNESS SOLUTIONS, LLC,**  
a Delaware limited liability company

By:   
Name: James David Dye  
Title: Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008352 FRAME: 0375**

ANTARES CAPITAL LP, as Collateral Agent

By:   
Name: Brendan Condron  
Its: Duly Authorized Signatory

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008352 FRAME: 0376**

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Application No./Application Date</u>	<u>Registration No./Registration Date</u>	<u>Owner Name</u>
ABC FINANCIAL	UNITED STATES	REGISTERED	87602922 11-SEP-2017	5573319 02-OCT-2018	ABC FITNESS SOLUTIONS, LLC
ABC FITNESS SOLUTIONS	UNITED STATES	REGISTERED	88811393 26-FEB-2020	6274133 16-FEB-2021	ABC FITNESS SOLUTIONS, LLC
ABC FITNESS SOLUTIONS	UNITED STATES	REGISTERED	90242328 08-OCT-2020	7001077 14-MAR-2023	ABC FITNESS SOLUTIONS, LLC