

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Running Specialty Group Acquisitions 1, LLC		08/05/2019	Limited Liability Company: INDIANA
Clever Training Operating Co, LLC		08/05/2019	Corporation: DELAWARE <i>Limited Liability</i>

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Banking Association: UNITED STATES

Company

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3753421	GREATER BOSTON RUNNING COMPANY
Registration Number:	3563360	PRINCETON RUNNING COMPANY
Registration Number:	3747992	TEXAS RUNNING COMPANY
Registration Number:	4233255	NEW YORK RUNNING COMPANY
Registration Number:	4278906	RUN ON!
Registration Number:	4352801	RUNNING INSTITUTE OF TEXAS
Registration Number:	3942172	BLUEMILE
Registration Number:	2524832	RUNNING SPOT
Registration Number:	4425485	SIT TO FIT
Registration Number:	4505362	WHERE FIT HAPPENS
Registration Number:	4673783	
Registration Number:	4865344	BOULDER RUNNING COMPANY
Registration Number:	4865345	BOULDER RUNNING COMPANY
Registration Number:	2928811	I RUN THIS TOWN
Registration Number:	5753502	RUN BOULDER
Registration Number:	4816273	RUNNING FIT
Registration Number:	4816272	RUNNING FIT

CH 5111500 3753421

Property Type	Number	Word Mark
Registration Number:	4243481	CAPITAL RUNWALK
Registration Number:	4521400	RUN TEXAS
Registration Number:	4760655	RUN COLORADO
Registration Number:	4760654	RUN COLORADO
Registration Number:	4220145	RUN COLORADO
Registration Number:	4417372	RUN CALIFORNIA
Registration Number:	4417352	RUN NEW MEXICO
Registration Number:	4419846	RUN COLORADO
Registration Number:	4416687	JACKRABBIT
Registration Number:	4252723	
Registration Number:	4092506	NYC RUNNING SHOW
Registration Number:	4483678	NOT SOMEDAY... TODAY
Registration Number:	4358834	BOULDER FOR MEN
Registration Number:	4358833	BOULDER
Registration Number:	5020289	RUN REWARDS
Registration Number:	5556098	
Registration Number:	5556099	
Registration Number:	5481811	JACKRABBIT.COM
Registration Number:	4492775	NEW JERSEY RUNNING COMPANY
Registration Number:	5418839	
Registration Number:	5418837	
Registration Number:	4236910	CLEVER TRAINING
Registration Number:	4236890	CLEVER TRAINING
Registration Number:	4747023	
Registration Number:	4486596	SURF OUTFITTER
Registration Number:	4719489	SPLASH BOUTIQUE
Registration Number:	4719490	SPLASH BOUTIQUE

CORRESPONDENCE DATA

Fax Number: 2027393001

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.

Phone: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 066397.05.0685

NAME OF SUBMITTER: Felicia D. Gordon

SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	08/13/2019
Total Attachments: 8 source=JackRabbit - Trademark Security Agreement#page1.tif source=JackRabbit - Trademark Security Agreement#page2.tif source=JackRabbit - Trademark Security Agreement#page3.tif source=JackRabbit - Trademark Security Agreement#page4.tif source=JackRabbit - Trademark Security Agreement#page5.tif source=JackRabbit - Trademark Security Agreement#page6.tif source=JackRabbit - Trademark Security Agreement#page7.tif source=JackRabbit - Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of August 5, 2019, by and among **The Running Specialty Group Acquisitions 1, LLC**, an Indiana limited liability company, and **Clever Training Operating Co, LLC**, a Delaware limited liability company (each individually a "Grantor" and collectively the "Grantors"), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the Administrative Agent, the other Loan Parties party thereto, and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby pledge, collaterally assign and grant to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of each Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantors obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as

delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.


8. **MISCELLANEOUS.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**THE RUNNING SPECIALTY GROUP
ACQUISITIONS 1, LLC,**
an Indiana limited liability company

By: 
Name: Bill Kirkendall
Title: Chief Executive Officer

**CLEVER TRAINING OPERATING CO,
LLC,**
a Delaware limited liability company

By: 
Name: Bill Kirkendall
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,

By: *Suzanne Johnson*
Name: Suzanne Johnson
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

United States:

Owner	Trademark	Jurisdiction	Registration Date	Registration Number
The Running Specialty Group Acquisitions 1, LLC	GREATER BOSTON RUNNING COMPANY	USA	2/23/2010	3753421
The Running Specialty Group Acquisitions 1, LLC	PRINCETON RUNNING COMPANY	USA	1/20/2009	3563360
The Running Specialty Group Acquisitions 1, LLC	TEXAS RUNNING COMPANY	USA	2/9/2010	3747992
The Running Specialty Group Acquisitions 1, LLC	NEW YORK RUNNING COMPANY	USA	10/30/2012	4233255
The Running Specialty Group Acquisitions 1, LLC	RUN ON!	USA	1/22/2013	4278906
The Running Specialty Group Acquisitions 1, LLC	RUNNING INSTITUTE OF TEXAS	USA	6/18/2013	4352801
The Running Specialty Group Acquisitions 1, LLC	BLUEMILE	USA	4/5/2011	3942172
The Running Specialty Group Acquisitions 1, LLC	RUNNING SPOT	USA	1/1/2002	2524832
The Running Specialty Group Acquisitions 1, LLC	SIT TO FIT	USA	10/29/2013	4425485
The Running Specialty Group Acquisitions 1, LLC	WHERE FIT HAPPENS	USA	4/1/2014	4505362
The Running Specialty Group Acquisitions 1, LLC	Running Spot Design	USA	1/20/2015	4673783
The Running Specialty Group Acquisitions 1, LLC	BOULDER RUNNING COMPANY	USA	12/8/2015	4865344
The Running Specialty Group Acquisitions 1, LLC	BOULDER RUNNING COMPANY & Mountain Design	USA	12/8/2015	4865345

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Owner	Trademark	Jurisdiction	Registration Date	Registration Number
The Running Specialty Group Acquisitions 1, LLC	I RUN THIS TOWN	USA	3/1/2005	2928811
The Running Specialty Group Acquisitions 1, LLC	RUN BOULDER	USA	5/14/2019	5753502
The Running Specialty Group Acquisitions 1, LLC	RUNNING FIT	USA	9/22/2015	4816273
The Running Specialty Group Acquisitions 1, LLC	RUNNING FIT and Design	USA	9/22/2015	4816272
The Running Specialty Group Acquisitions 1, LLC	CAPITAL RUNWALK	USA	11/13/2012	4243481
The Running Specialty Group Acquisitions 1, LLC	RUN TEXAS	USA	4/29/2014	4521400
The Running Specialty Group Acquisitions 1, LLC	RUN COLORADO	USA	6/23/2015	4760655
The Running Specialty Group Acquisitions 1, LLC	RUN COLORADO	USA	6/23/2015	4760654
The Running Specialty Group Acquisitions 1, LLC	RUN COLORADO	USA	10/9/2012	4220145
The Running Specialty Group Acquisitions 1, LLC	RUN CALIFORNIA	USA	10/15/2013	4417372
The Running Specialty Group Acquisitions 1, LLC	RUN NEW MEXICO	USA	10/15/2013	4417352
The Running Specialty Group Acquisitions 1, LLC	RUN COLORADO	USA	10/15/2013	4419846
The Running Specialty Group Acquisitions 1, LLC	JACKRABBIT	USA	10/15/2013	4416687
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Old Design	USA	12/4/2012	4252723
The Running Specialty Group Acquisitions 1, LLC	NYC RUNNING SHOW	USA	1/24/2012	4092506
The Running Specialty Group Acquisitions 1, LLC	NOT SOMEDAY... TODAY	USA	2/18/2014	4483678

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Owner	Trademark	Jurisdiction	Registration Date	Registration Number
The Running Specialty Group Acquisitions 1, LLC	BOULDER FOR MEN	USA	6/25/2013	4358834
The Running Specialty Group Acquisitions 1, LLC	BOULDER	USA	6/25/2013	4358833
The Running Specialty Group Acquisitions 1, LLC	RUN REWARDS	USA	2/23/2010	5020289
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Design (no color)	USA	9/4/2018	5556098
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Design (color)	USA	9/4/2018	5556099
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit.com	USA	5/29/2018	5481811
The Running Specialty Group Acquisitions 1, LLC	NEW JERSEY RUNNING COMPANY	USA	3/4/2014	4492775
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Design	USA	3/6/2018	5418839
The Running Specialty Group Acquisitions 1, LLC	Jackrabbit Design	USA	3/6/2018	5418837
Clever Training Operating Co, LLC	Clever Training	USA	11/6/2012	4,236,910
Clever Training Operating Co, LLC	Clever Training	USA	11/6/2012	4,236,890
Clever Training Operating Co, LLC	Surf Outfitter Logo	USA	6/2/2015	4,747,023
Clever Training Operating Co, LLC	Surf Outfitter	USA	2/18/2014	4,486,596
Clever Training Operating Co, LLC	Splash Boutique	USA	4/14/2015	4,719,489
Clever Training Operating Co, LLC	Splash Boutique	USA	4/14/2015	4,719,490

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