

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yoga Works, Inc.		07/17/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Avidbank Corporate Finance, a Division of Avidbank
Street Address:	400 Emerson Street
Internal Address:	Attention: Jeffrey Javier
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85312596	CARDIO FLOW
Serial Number:	85099097	YOGAWORKSPLUS
Serial Number:	78645775	Y YOGA WORKS
Serial Number:	78345131	YOGAWORKS
Serial Number:	77296427	SCULPTWORKS
Serial Number:	77296319	CARDIOWORKS
Serial Number:	77296298	DANCEWORKS
Serial Number:	77295616	BARWORKS
Serial Number:	77295610	KIDSWORKS
Serial Number:	75103060	YOGA WORKS
Serial Number:	75057710	YOGA WORKS

CORRESPONDENCE DATA

Fax Number:	8586385130	TRADEMARK
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CH \$290.00 85312596

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-638-6730
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	380703-8
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	07/23/2012

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 17, 2012 by and between AVIDBANK CORPORATE FINANCE, A DIVISION OF AVIDBANK, a California corporation ("Bank") and YOGA WORKS, INC., a California corporation ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and the other Borrowers party thereto (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

2215 Main Street
Santa Monica, CA 90405
Attn: Frannie Wong - CFO

YOGA WORKS, INC.

By: 

Print Name: Phil Swann

Title: CEO

Address of Bank:

400 Emerson Street
Palo Alto, CA 94301
Attn: Jeffrey Javier

AVIDBANK CORPORATE FINANCE,
A DIVISION OF AVIDBANK

By: 

Title: SVP

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
200-Hour Teacher Training Anatomy Workbook	TX0007517782	3/15/12
YogaWorks 200-Hour Teacher Training ASANA MANUAL	TX0007517769	3/15/12
YogaWorks 200-Hour Teacher Training ASANA MANUAL	TX0007490833	3/7/12
YogaWorks 200-Hour Teacher Training Philosophy and Specialty Topics Manual	TX0007517358	3/15/12
YogaWorks 200-Hour Teacher Training Philosophy and Specialty Topics Manual	TX0007490830	3/7/12
YogaWorks 200-Hour Teacher Training Policies and Procedures and Homework Extended Format	TX0007517804	3/15/12
YogaWorks 200-Hour Teacher Training Policies and Procedures and Homework Intensive Format	TX0007517796	3/15/12
YogaWorks 200-Hour Teacher Training Policies and Procedures and Homework Weekend Format	TX0007517799	3/15/12
YogaWorks 200-Hour Teacher Training Student Manual	TX0007517710	3/15/12
YogaWorks 200-Hour Teacher Training Teaching Tools Manual	TX0007517287	3/15/12
YogaWorks 200-Hour Trainer's Manual 12 Weekend Format	TX0007517660	3/15/12
YogaWorks 200-Hour Trainer's Manual Extended Format	TX0007517683	3/15/12
YogaWorks 200-Hour Trainer's Manual Intensive Format	TX0007517706	3/15/12
YogaWorks 200-Hour Trainer's Manual Intensive Format	TX0007517640	3/15/12
YogaWorks 200-Hour Trainer's Manual Seven Month Extended Format	TX0007517717	3/15/12
YogaWorks 200-Hour Trainer's Manual Weekend Format	TX0007517713	3/15/12

EXHIBIT B

Patents

Title	Serial/ Patent Number	Application/ Issue Date
None		

WEST235366201.1
380703-000008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
CARDIO FLOW	85312596	5/4/11
YOGAWORKSPLUS	85099097	8/3/10
Y YOGA WORKS	78645775	6/7/05
YOGAWORKS	78345131	12/23/03
SCULPTWORKS	77296427	10/4/07
CARDIOWORKS	77296319	10/4/07
DANCEWORKS	77296298	10/4/07
BARWORKS	77295616	10/3/07
KIDSWORKS	77295610	10/3/07
YOGA WORKS	75103060	5/13/96
YOGA WORKS	75057710	2/14/96

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