

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344352

| | | | |
|---|--|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pure Barre, LLC | FORMERLY PB Holdco, LLC | 06/11/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Monroe Capital Management Advisors, LLC, as Administrative Agent | | |
| Street Address: | 311 South Wacker Dr., Suite 6400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3553370 | PURE BARRE | |
| Registration Number: | 4431632 | PURE BARRE | |
| Registration Number: | 4431630 | P | |
| Registration Number: | 4608054 | LIFT · TONE · BURN | |
| Registration Number: | 4451376 | BREAKING DOWN THE BARRE | |
| Registration Number: | 4671314 | P | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637867 | | |
| <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: | 3128637267 | | |
| Email: | jaclyn.digrande@goldbergkohn.com | | |
| Correspondent Name: | Jaclyn Di Grande - Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 E Monroe St., Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 6878.007 | | |
| NAME OF SUBMITTER: | Jaclyn Di Grande | | |
| SIGNATURE: | /jaclyn di grande/ | | |

OP \$165.00 3553370

DATE SIGNED:

06/11/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 11, 2015, by PURE BARRE, LLC, a Delaware limited liability company (f/k/a PB Holdco, LLC) ("Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as administrative agent for itself and for the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H

WHEREAS, Grantor, and/or certain of its affiliates, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to Grantor and/or certain of its affiliates by Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Collateral Agreement dated as of the date hereof between Grantor, certain affiliates of Grantor and Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has granted to Administrative Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.


Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of (or cause the abandonment of) such intent-to-use trademark application (or any registration that issues therefrom) under applicable Law.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Administrative Agent, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Administrative Agent and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. Receipt by facsimile or other electronic transmission (including ".pdf") of any executed signature page to this Agreement shall constitute delivery of such signature page.

[SIGNATURE PAGE FOLLOWS]

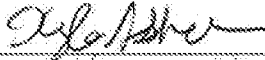
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PURE BARRE, LLC, a Delaware limited liability company

By: 
Name: C. Sloan Evans
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

**MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Administrative Agent**

By: 
Name: Kyle Asher
Title: VP

SCHEDULE 1

UNITED STATES TRADEMARK REGISTRATIONS

| <u>Trademark Description</u> | <u>US Registration No.</u> |
|--|----------------------------|
| pure barre (wordmark) | 3,553,370 |
| pure barre (wordmark for additional classes) | 4,431,632 |
| design only ("P" logo) | 4,431,630 |
| lift • tone • burn (wordmark) | 4,608,054 |
| breaking down the barre (wordmark) | 4,451,376 |
| design only ("P" logo on pants) | 4,671,314 |

UNITED STATES TRADEMARK APPLICATIONS

None.

CANADIAN TRADEMARK REGISTRATIONS

None.

CANADIAN TRADEMARK APPLICATIONS

| <u>Trademark Description</u> | <u>Application Number</u> |
|-------------------------------|---------------------------|
| pure barre (wordmark) | 1 621 079 |
| design only ("P" logo) | 1 621 080 |
| lift • tone • burn (wordmark) | 1 621 081 |