

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Row House Franchise, LLC		02/23/2018	Limited Liability Company: DELAWARE
Stretch Lab Franchise, LLC		02/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent, c/o Monroe Capital LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4939334	THOSE WHO KNOW ROW	
Registration Number:	4540112	ROW HOUSE	
Registration Number:	5312544	FLEXOLOGIST	
Registration Number:	5177075	STRETCH LAB	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-3939		
Email:	skoston@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	035613-600022-sk		
NAME OF SUBMITTER:	Dilan Weeratunga		
SIGNATURE:	/Dilan Weeratunga/		

CH \$115.00 4939334

DATE SIGNED:

02/27/2018

Total Attachments: 38

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of February 23, 2018, is executed by the undersigned (each, a "Grantor" and collectively the "Grantors") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders ("Administrative Agent"), in connection with a Joinder to Credit Agreement and Guaranty and Collateral Agreement dated as of the date hereof (the "Joinder"), among Grantors and Administrative Agent dated as of the date hereof and (i) the Credit Agreement dated as of September 29, 2017, among the Borrower party thereto, Grantors, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) the Guaranty and Collateral Agreement dated as of September 29, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Joinder and the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Joinder and the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein, in the Joinder and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement, the Joinder and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisions thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and

(2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantors against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application

referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Joinder and the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Joinder, the Guaranty and Collateral Agreement and in the Credit Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Joinder, the Guaranty and Collateral Agreement or the Credit Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9 102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

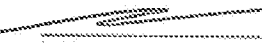
“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflicts-of-law principles.

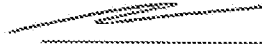
[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

ROW HOUSE FRANCHISE, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Anthony Geisler
Title: Chief Executive Officer

STRETCH LAB FRANCHISE, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Anthony Geisler
Title: Chief Executive Officer

Acknowledged:
MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent

By: 

Name: Kyle Asher

Title: Director

[Trademark Security Agreement - Joinder of Row House & Stretch Lab]

TRADEMARK
REEL: 006279 FRAME: 0808

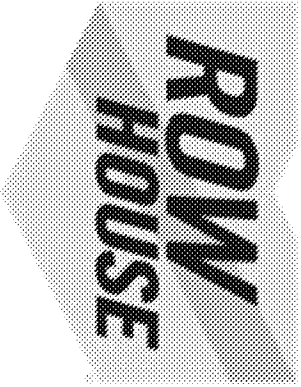
SCHEDULE 1

Trademark Collateral

Trademarks:

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Row House Franchise, LLC	THOSE WHO KNOW ROW	86,683,877	4,939,334	07/06/2015	4/19/2016
Row House Franchise, LLC	ROW HOUSE	85,934,189	4,540,112	05/16/2013	05/27/2014
Stretch Lab Franchise, LLC	FLEXOLOGIST	87,028,974	5,312,544	01/30/2017	10/17/2017
Stretch Lab Franchise, LLC	STRETCHLAB	86,660,848	5,177,075	06/12/2015	04/04/2017

Common Law Trademarks:

Grantor	Trademark
Row House Franchise, LLC	

Grantor	Trademark
Row House Franchise, LLC	RH Full Body
Row House Franchise, LLC	RH HIIT
Row House Franchise, LLC	RH Sculpt
Row House Franchise, LLC	RH Restore
Row House Franchise, LLC	RH Competition
Row House Franchise, LLC	RH LAUNCH
Row House Franchise, LLC	RH Tune-Up

**JOINDER TO CREDIT AGREEMENT AND GUARANTY AND COLLATERAL
AGREEMENT**

THIS JOINDER AGREEMENT (this “Agreement”) dated as of February 23, 2018, is executed by the undersigned for the benefit of Monroe Capital Management Advisors, LLC, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (“Administrative Agent”), in connection with (i) the Credit Agreement dated as of September 29, 2017, among the Borrower, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (ii) the Guaranty and Collateral Agreement dated as of September 29, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Credit Agreement or Guaranty and Collateral Agreement, as applicable.

Each Person signatory to this Agreement is required to execute this Agreement pursuant to Section 10.9 of the Credit Agreement and Section 8.16 of the Guaranty and Collateral Agreement.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each such Person assumes all the obligations of (a) a Loan Party under the Credit Agreement and agrees that such Person is a Loan Party and bound as a Loan Party under the terms of the Credit Agreement, as if it had been an original signatory to the Credit Agreement and (b) a Grantor and a Guarantor under the Guaranty and Collateral Agreement and agrees that such Person is a Grantor and a Guarantor and bound as a Grantor and a Guarantor under the terms of the Guaranty and Collateral Agreement, as if it had been an original signatory to the Guaranty and Collateral Agreement. In furtherance of the foregoing, each such Person hereby collaterally assigns and transfers to Administrative Agent, and hereby pledges, hypothecates, and grants to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a security interest in all of its right, title and interest in and to the Collateral owned by that Person to secure the Secured Obligations.

2. (a) Schedules 9.6, 9.7, 9.8, 9.17, 9.19, 9.21, 9.27, 9.29, 9.30, 9.32, 11.1, 11.2, and 11.11 to the Credit Agreement are hereby amended to add the information relating to each such Person set out on Schedules 9.6, 9.7, 9.8, 9.17, 9.19, 9.21, 9.27, 9.29, 9.30, 9.32, 11.1, 11.2, and 11.11 of this Agreement, respectively and (b) Schedules 1, 2, 3, 4, 5, 6, 7, and 8 to the Guaranty and Collateral Agreement are hereby amended to add the information relating to each such Person set out on Schedules 1, 2, 3, 4, 5, 6, 7, and 8 to this Agreement, respectively. Each such Person hereby makes to Administrative Agent the (x) representations and warranties set forth in the Credit Agreement applicable to such Person and (y) representations and warranties set forth in the Guaranty and Collateral Agreement applicable to such Person and the applicable Collateral and in each case, confirms that such representations and warranties are true and correct after giving effect to such amendment to such Schedules attached hereto.

3. In furtherance of its obligations under Section 5.2 of the Guaranty and Collateral Agreement, each such Person agrees to deliver to Administrative Agent appropriately complete UCC financing statements naming that Person as debtor and Administrative Agent as secured party, and describing its Collateral and all other documentation as Administrative Agent (or its successors or assigns) reasonably require to evidence, protect, and perfect the Liens created by the Guaranty and Collateral Agreement, as modified by this Agreement. Each such Person acknowledges the authorizations given to Administrative Agent under Section 5.9(b) of the Guaranty and Collateral Agreement and otherwise.

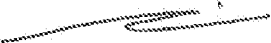
4. Each such Person's address for notices under the Credit Agreement and Guaranty and Collateral Agreement is the address of Borrower Representative set forth in the Credit Agreement and each such Person hereby appoints Borrower Representative as its agent to receive notices under the Credit Agreement and Guaranty and Collateral Agreement, as applicable.

5. This Agreement is deemed to be part of, and a modification to, each of the Credit Agreement and the Guaranty and Collateral Agreement and is governed by all the terms and provisions of the Credit Agreement and the Guaranty and Collateral Security Agreement, as applicable, with respect to the modifications intended to be made to such agreement, which terms are incorporated in this Agreement by reference, are ratified and confirmed, and will continue in full force and effect as valid and binding agreements of each such Person enforceable against that Person. Each such Person hereby waives notice of Administrative Agent's acceptance of this Agreement. Each such Person shall deliver an executed original of this Agreement to Administrative Agent.


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The parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

ROW HOUSE FRANCHISE, LLC,
a Delaware limited liability company,
as a Loan Party, Grantor and a Guarantor

By: 
Name: Anthony Geisler
Title: Chief Executive Officer

STRETCH LAB FRANCHISE, LLC,
a Delaware limited liability company,
as a Loan Party, Grantor and a Guarantor

By: 
Name: Anthony Geisler
Title: Chief Executive Officer

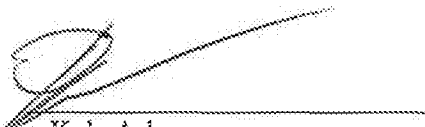
[Joinder to Credit Agreement and GCA]

TRADEMARK
REEL: 006279 FRAME: 0813

ACKNOWLEDGED AND AGREED:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent

By:


Name: Kyle Asher

Title: Director

CREDIT AGREEMENT SCHEDULES

Schedules to Credit Agreement

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0815

Schedule 9.6
Litigation and Contingent Liabilities

None.

Schedule 9.6

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0816

Schedule 9.7
Ownership of Properties; Liens

None.

Schedule 9.7

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0817

Schedule 9.8
Equity Ownership Ownership/Subsidiaries

<u>Company</u>	<u>Holder of Equity Interests</u>	<u>Number and Nature of Equity Interests</u>
Row House Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests
Stretch Lab Franchise, LLC	Xponential Fitness LLC	100% of the Membership Interests

Schedule 9.8

Schedule 9.17
Real Property

None.

Schedule 9.17

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0819

Schedule 9.19
Intellectual Property

None.

Schedule 9.19

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0820

Schedule 9.21
Labor Matters

None.

Schedule 9.21

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0821

Schedule 9.27
Franchise Matters

(a)

No changes.

(b)

No changes.

(c)

No changes

(d)

1. Pursuant to the terms of that certain Asset Purchase Agreement (the "Row House Purchase Agreement") dated December 8, 2017 between Row House Franchise, LLC (the "Row House Licensor"), Row House Holdings, Inc., (the "Row House Licensee") and certain other parties thereto, the Row House Licensor licenses its intellectual property to the Row House Licensee (which was purchased by the Row House Licensor from Row House Licensee pursuant to the Row House Purchase Agreement) for Row House Licensee to use in its operation of "Row House" studios. Such arrangement will remain in place until the Row House Licensor and Row House Licensee enter separate written Franchise Agreements (collectively this disclosure is referred to herein as the "Row House License Arrangement").
2. Pursuant to the terms of that certain Asset Purchase Agreement (the "Stretch Lab Purchase Agreement") dated November 15, 2017 between Stretch Lab Franchise, LLC (the "Stretch Lab Licensor"), Stretch Lab, LLC (the "Stretch Lab Licensee") and certain other parties thereto, the Stretch Lab Licensor licenses its intellectual property to the Stretch Lab Licensee (which was purchased by the Stretch Lab Licensor from Stretch Lab Licensee pursuant to the Stretch Lab Purchase Agreement) for Stretch Lab Licensee to use in its operation of "Stretch Lab" studios. Such arrangement will remain in place until the Stretch Lab Licensor and Stretch Lab Licensee enter separate written Franchise Agreements (collectively this disclosure is referred to herein as the "Stretch Lab License Arrangement").

(e)

1. The Row House License Arrangement is the only Franchise Agreement or analogous agreement of Row House Licensor. The following information required to be disclosed pursuant to Schedule 9.27(e) is applicable to the Row House License Arrangement.

<u>Subsection</u>	<u>Information Requested</u>	<u>Disclosure</u>

(i)	Franchise System	“Stretch Labs” ¹
(ii)	Franchisee Business Addresses	<u>Chelsea Studio</u> 269 W. 23rd Street New York, NY 10011 <u>Columbus Circle Studio</u> 559 W. 59th St New York, NY 10019 <u>Upper East Side Studio</u> 406 East 91st Street New York, NY 10128
(iii)	Franchisee contact info	Row House Holdings, Inc. 269 W. 23rd Street New York, NY 10011 (646) 850-0540 Attention: debra@rowhousenyc.com
(iv)	Royalty rate	No royalties until January 1, 2019. Then current royalty rate thereafter.
(v)	Market Fund Contribution Rate	No contribution until the opening of the “Row House” Marketing Fund. Then current Market Fund Contribution Rate thereafter.
(vi)	Minimum royalty	No minimum royalties until January 1, 2019. Then current minimum royalties thereafter.
(vii)	Effective date	December 8, 2017
(viii)	Modification to renewal date	N/A
(ix)	Material modifications or waivers	N/A

¹ There is technically no current “Stretch Lab” Franchise System in place, as the Stretch Lab Licensor is in process of preparing the FDD and related elements of such system. The Stretch Lab Licensor does license its Intellectual Property to the Stretch Lac Licensee in an analogous manner pursuant to the Stretch Lab License Arrangement.

2. The Stretch Lab License Arrangement is the only Franchise Agreement or analogous agreement of Stretch Lab Licensor. The following information required to be disclosed pursuant to Schedule 9.27(e) is applicable to the Stretch Lab License Arrangement.

<u>Subsection</u>	<u>Information Requested</u>	<u>Disclosure</u>
(i)	Franchise System	“Stretch Labs” ²
(ii)	Franchisee Business Addresses	<u>Venice Studio</u> 512 Rose Ave, Venice, CA 90291 <u>Santa Monica Studio</u> 808 11th Street, Santa Monica, CA 90403 <u>Beverly Studio</u> 8317 Beverly Boulevard Los Angeles, 90048
(iii)	Franchisee contact info	Stretch Lab, LLC 512 Rose Ave, Venice, CA 90291 (310) 450-2510 Attention: Saul J. Janson
(iv)	Royalty rate	No royalties until November 15, 2018. 7% of gross sales thereafter.
(v)	Market Fund Contribution Rate	No contribution until the opening of the “Stretch Lab” Marketing Fund. 2% of gross sales thereafter.
(vi)	Minimum royalty	No minimum royalty until November 15, 2018. Then current minimums for the Franchise System thereafter.
(vii)	Effective date	November 15, 2017
(viii)	Modification to renewal date	N/A

² There is technically no current “Stretch Lab” Franchise System in place, as the Stretch Lab Licensor is in process of preparing the FDD and related elements of such system. The Stretch Lab Licensor does license its Intellectual Property in an analogous manner pursuant to the Stretch Lab License Arrangement.

(ix)	Material modifications or waivers	N/A
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(f)

No changes.

(g)

No changes.

(h)

1. The Row House License Arrangement was not entered into pursuant to an FDD or other requirements under applicable Franchise Laws.
2. The Stretch Lab License Arrangement was not entered into pursuant to an FDD or other requirements under applicable Franchise Laws

(i)

No changes.

(j)

No changes.

(l)

No changes.

(m)

For a period of twenty-four (24) months following the date of the Row House Purchase Agreement, the Row House Licensee has a right of first refusal on the opening of any "Row House" studios in (a) the following neighborhoods of Manhattan: (i) the Financial District, (ii) the Upper West Side, (iii) Midtown East and (iv) the Upper East Side or (b) the Hamptons.

(n)

No changes.

(p)

Pursuant to the terms of the Stretch Lab Purchase Agreement and the Stretch Lab License Arrangement, the Stretch Lab Licensee has the right to open two (2) additional “Stretch Lab Studios” (the “Stretch Lab Area Development Arrangement”). The Stretch Lab Area Development Arrangement is the only Area Development or analogous agreement of Stretch Lab Licensor. The following information required to be disclosed pursuant to Schedule 9.27(p) is applicable to the Stretch Lab License Arrangement

<u>Subsection</u>	<u>Information Requested</u>	<u>Disclosure</u>
(i)	Franchisee contact info	Stretch Lab, LLC 512 Rose Ave, Venice, CA 90291 (310) 450-2510 Attention: Saul J. Janson
(ii)	Geographic Area	N/A
(iii)	Number of existing studios	Three (3)
(iv)	Development Schedule	N/A
(v)	Compliance Status	N/A
(vi)	Initial Fee	\$0
(vii)	Effective Date	November 15, 2017
(viii)	Modifications or Waivers	N/A
(ix)	Third Party Franchisees	N/A

Schedule 9.27

Schedule 9.29
Bank Accounts

Entity Name	Bank	Account Number	Type of Account
Row House Franchise, LLC	Citizens Business Bank	591002732	Checking
Stretch Lab Franchise, LLC	Citizens Business Bank	591002589	Checking

Schedule 9.29

Schedule 9.30
Material Contracts

None.

Schedule 9.32
Legal Names; Etc.

Legal Name	Jurisdiction	Organizational Identification Number	Additional Place(s) of Business	Chief Executive Office	Federal Employer Identification No.
Row House Franchise, LLC	Delaware	6645634	N/A	3185 Pullman, Costa Mesa, California 92626	82-3600175
Stretch Lab Franchise, LLC	Delaware	6566497	N/A	3185 Pullman, Costa Mesa, California 92626	82-2895286

Schedule 11.1
Existing Debt

None.

Schedule 11.1

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0830

Schedule 11.2
Existing Liens

None.

Schedule 11.2

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0831

Schedule 11.11
Investments

Secured Promissory Note dated December 8, 2017 in the principal amount of \$1,500,000 between Row House Franchise, LLC as lender and Row House Holdings, Inc., EVF RH Staffing, Inc., EVF Row House Inc., and Row House CC, LLC as borrowers.

Schedule 11.11

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0832

GUARANTY AND CREDIT AGREEMENT SCHEDULES

Schedules to the Guaranty and Collateral Agreement

BN 31808868v1

TRADEMARK
REEL: 006279 FRAME: 0833

SCHEDULE 1

INVESTMENT PROPERTY

Pledged Equity

Grantor (owner of Record of such Pledged Equity)	Issuer	Pledged Equity Description	Percentage of Issuer	Certificate (Indicate No.)
Xponential Fitness LLC	Row House Franchise, LLC	Membership Interest	100%	N/A
Xponential Fitness LLC	Stretch Lab Franchise, LLC	Membership Interest	100%	N/A

Pledged Notes

Secured Promissory Note dated December 8, 2017 in the principal amount of \$1,500,000 between Row House Franchise, LLC as lender and Row House Holdings, Inc., EVF RH Staffing, Inc., EVF Row House Inc., and Row House CC, LLC as borrowers.

Other Investment Property

None.

SCHEDULE 2

FILINGS AND PERFECTION

Grantor	Filing Requirement or Other Action	Filing Office
Row House Franchise, LLC	UCC-1	Delaware Secretary of State
Row House Franchise, LLC	Trademark	USPTO
Stretch Lab Franchise, LLC	UCC-1	Delaware Secretary of State
Stretch Lab Franchise, LLC	Trademark	USPTO

OTHER REQUIRED ACTIONS

None.

SCHEDULE 3

GRANTOR INFORMATION

Grantor (exact legal name)	State of Organization	Federal Employer Identification No.	Chief Executive Office	Organizational Identification Number
Row House Franchise, LLC	Delaware	82-3600175	3185 Pullman, Costa Mesa, California 92626	6645634
Stretch Lab Franchise, LLC	Delaware	82-2895286	3185 Pullman, Costa Mesa, California 92626	6566497

SCHEDULE 4

COLLATERAL LOCATIONS

Grantor	Collateral Location or Place of Business (including chief executive office)	Owner/Lessor (if leased)
Row House Franchise, LLC	3185 Pullman, Costa Mesa, California 92626	Lessor: RDM Pullman, LLC
Stretch Lab Franchise, LLC	3185 Pullman, Costa Mesa, California 92626	Lessor: RDM Pullman, LLC

COLLATERAL IN POSSESSION OF LESSOR, BAILEE, CONSIGNEE, OR WAREHOUSEMAN

None.

SCHEDULE 5

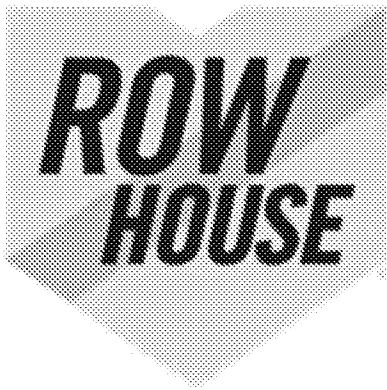
INTELLECTUAL PROPERTY

Patents: None.

Trademarks:

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Row House Franchise, LLC	THOSE WHO KNOW ROW	86,683,877	4,939,334	07/06/2015	4/19/2016
Row House Franchise, LLC	ROW HOUSE	85,934,189	4,540,112	05/16/2013	05/27/2014
Stretch Lab Franchise, LLC	FLEXOLOGIST	87,028,974	5,312,544	01/30/2017	10/17/2017
Stretch Lab Franchise, LLC	STRETCHLAB	86,660,848	5,177,075	06/12/2015	04/04/2017

Common Law Trademarks:

Grantor	Trademark
Row House Franchise, LLC	
Row House Franchise, LLC	RH Full Body
Row House Franchise, LLC	RH HIIT

Grantor	Trademark
Row House Franchise, LLC	RH Sculpt
Row House Franchise, LLC	RH Restore
Row House Franchise, LLC	RH Competition
Row House Franchise, LLC	RH LAUNCH
Row House Franchise, LLC	RH Tune-Up

Copyrights: None.

Intellectual Property Subject to Licensing or Franchise Agreement:

1. Pursuant to the terms of that certain Asset Purchase Agreement dated December 8, 2017 between Row House Franchise, LLC, ("Licensor"), Row House Holdings, Inc., ("Licensee") and certain other parties thereto, Licensor licenses its intellectual property to Licensee (which was purchased by Licensor from Licensee) for Licensee to use in its operation of "Row House" studios. Such arrangement will remain in place until the Licensor and Licensee enter separate written franchise agreements.
2. Pursuant to the terms of that certain Asset Purchase Agreement dated November 15, 2017 between Stretch Lab Franchise, LLC ("Licensor"), Stretch Lab, LLC ("Licensee") and certain other parties thereto, Licensor licenses its intellectual property to Licensee (which was purchased by Licensor from Licensee) for Licensee to use in its operation of "Stretch Lab" studios. Such arrangement will remain in place until the Licensor and Licensee enter separate written franchise agreements.

SCHEDULE 6

DEPOSIT ACCOUNTS; SECURITIES ACCOUNTS

Grantor	Financial Institution or Securities Intermediary (Name)	Account Number	Account Type
Row House Franchise, LLC	Citizens Business Bank	591002732	Checking
Stretch Lab Franchise, LLC	Citizens Business Bank	591002589	Checking

SCHEDULE 7

COMMERCIAL TORT CLAIMS

None

SCHEDULE 8

CERTAIN RECEIVABLES

None

Schedule 8 to Guaranty and Collateral Agreement