

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RACHAS, INC.		05/31/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EAST WEST BANK, as administrative agent		
Street Address:	135 N. LOS ROBLES AVENUE		
Internal Address:	3RD FLOOR		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5054001	CHUZE	
Registration Number:	5045140	YOU GOTTA START SOMEWHERE	
Registration Number:	4264441	LESS ATTITUDE. MORE FITNESS.	
Registration Number:	3819675	CHUZE FITNESS	
Registration Number:	3647434	U	
Registration Number:	3677577	LOWER YOUR COST. RAISE YOUR BAR.	
Serial Number:	87578734	CHUZE FITNESS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8446		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	VICKIE LEE c/o KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	VICKIE LEE		
SIGNATURE:	/VICKIE LEE/		

CH \$190.00 5054001

DATE SIGNED:	05/31/2018
Total Attachments: 4 source=EWB_Chuze - Trademark Security Agreement Executed#page1.tif source=EWB_Chuze - Trademark Security Agreement Executed#page2.tif source=EWB_Chuze - Trademark Security Agreement Executed#page3.tif source=EWB_Chuze - Trademark Security Agreement Executed#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by RACHAS, INC., a California corporation (the “Grantor”), in favor of EAST WEST BANK, as administrative agent (in such capacity, the “Agent”) for the lenders party to that certain Credit Agreement dated as of the date hereof among Grantor, the several banks and other lenders from time to time party thereto (the “Lenders”, and collectively with the Agent, the “Creditor Parties”), the Agent, and City National Bank, as syndication agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference is also made to that certain Guarantee and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other parties thereto in favor of the Agent for the benefit of the Creditor Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording 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 other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any “intent-to-use” Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such “intent-to-use” Trademark application matures into an “actual use” Trademark application by such Grantor’s receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an “Amendment to Alleged Use” or “Statement of Use,” such “intent-to-use” Trademark application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such “actual use” Trademark application.

SECTION 3. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

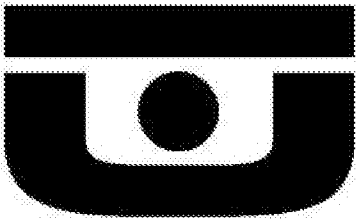
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR

RACHAS, INC., a California corporation

By: 
Name: David Carr
Title: Chief Financial Officer

Schedule I

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/Applicant
Chuze Fitness (block letters)	87/578734	08/22/17	N/A	N/A	Pending	Rachas, Inc.
CHUZE	86/917020	02/23/16	5,054,001	10/04/16	Registered	Rachas, Inc.
YOU GOTTA START SOMEWHERE	86/903868	02/10/16	5,045,140	9/20/16	Registered	Rachas, Inc.
LESS ATTITUDE. MORE FITNESS.	85/622751	05/11/12	4,264,441	12/25/12	Registered	Rachas, Inc.
CHUZE FITNESS	77/799322	08/07/09	3,819,675	7/13/10	Registered	Rachas Inc.
	77/633470	12/15/08	3,647,434	6/30/09	Registered	Rachas Inc.
LOWER YOUR COST. RAISE YOUR BAR.	77/499945	06/16/08	3,677,577	9/01/09	Registered	Rachas Inc.
Chuze Fitness (word only)	N/A	N/A	545041 (AZ)	04/19/12	Registered	Rachas, Inc.