

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yoga Six Franchise, LLC		07/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 S. Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4320101	YOGA SIX	
Registration Number:	4320102	Y6	
Registration Number:	4901700	YOGA SIX	
Registration Number:	5110674	STRENGTHEN YOUR SELF	
Registration Number:	5205451	YOGA SIX	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	3127018755		
Email:	ccronin@mayerbrown.com		
Correspondent Name:	Courtney Cronin		
Address Line 1:	71 s wacker		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Courtney E. Cronin		
SIGNATURE:	/Courtney Cronin/		
DATE SIGNED:	08/01/2018		

OP \$140.00 4320101

Total Attachments: 5

source=Club Pilates - Trademark Security Agreement (Yoga Six)#page1.tif

source=Club Pilates - Trademark Security Agreement (Yoga Six)#page2.tif

source=Club Pilates - Trademark Security Agreement (Yoga Six)#page3.tif

source=Club Pilates - Trademark Security Agreement (Yoga Six)#page4.tif

source=Club Pilates - Trademark Security Agreement (Yoga Six)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of July 31, 2018, is executed by the undersigned (the “Grantor”) 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 Grantor, the other parties thereto and Administrative Agent dated as of the date hereof and (i) the Amended and Restated Credit Agreement dated as of June 28, 2018, among the Borrower party thereto, Grantor, 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 the 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, 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, 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, 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 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 Grantor 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. Grantor hereby acknowledges and affirms 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.

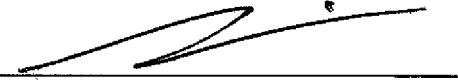
“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations 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]

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

YOGA SIX FRANCHISE, LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Anthony Geisler
Title: Chief Executive Officer

[Trademark Security Agreement – Joinder of Yoga Six]

729522656 18569011

TRADEMARK
REEL: 006400 FRAME: 0989

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 

Name: Kyle Asher

Title: Director

[Trademark Security Agreement-- Joinder of Yoga Six]


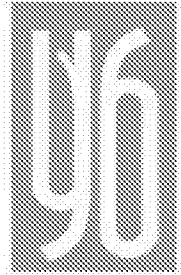

729522656 18569011

TRADEMARK
REEL: 006400 FRAME: 0990

SCHEDULE 1

Trademark Collateral

Trademarks:

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
	85,641,094	4,320,101	06/01/2012	04/16/2013
	85,641,117	4,320,102	06/01/2012	04/16/2013
YOGA SIX	86,694,345	4,901,700	07/15/2015	02/16/2016
STRENGTHEN YOUR SELF	86,693,733	5,110,674	07/15/2015	12/27/2016
 YOGA SIX	86,693,951	5,205,451	07/15/2015	07/19/2016

Common Law Trademarks:

Trademark
Y6SCULPT