

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495456

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XPONENTIAL FITNESS, LLC		10/25/2018	Limited Liability Company: DELAWARE
CB IP, LLC		10/25/2018	Limited Liability Company: OHIO
ST. GREGORY DEVELOPMENT GROUP, LLC		10/25/2018	Limited Liability Company: OHIO
ROW HOUSE FRANCHISE, LLC		10/25/2018	Limited Liability Company: DELAWARE
STRETCH LAB FRANCHISE, LLC		10/25/2018	Limited Liability Company: DELAWARE
LB IP, LLC		10/25/2018	Limited Liability Company: OHIO
AKT FRANCHISE, LLC		10/25/2018	Limited Liability Company: DELAWARE
STG BRAND AMBASSADOR FRANCHISING, LLC		10/25/2018	Limited Liability Company: OHIO
PURE BARRE, LLC		10/25/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, 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: 37

Property Type	Number	Word Mark
Serial Number:	88133429	XPONENTIAL FITNESS
Serial Number:	88079082	GENERAL EXTRACTS
Serial Number:	88078138	NOMAD EXTRACTS
Serial Number:	88078098	DOSD
Serial Number:	88078011	CSC

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88012318	B BAKER EXTRACTS
Serial Number:	88133435	CYCLEBAR
Serial Number:	88116285	CYCLEGIVES
Serial Number:	86410523	CYCLEBAR
Serial Number:	86447157	CYCLEBAR
Serial Number:	86413102	CB
Serial Number:	86446326	CB
Serial Number:	87627157	LIVSTYL
Serial Number:	87627148	FUEHL
Serial Number:	88091522	STG BRANDS
Serial Number:	88133432	ROW HOUSE
Serial Number:	88133430	FLEXOLOGIST
Serial Number:	87110313	@ THE LB
Serial Number:	87097254	LB
Serial Number:	87096363	THE LB
Serial Number:	88133442	AKT
Serial Number:	88134723	STG BRAND AMBASSADOR
Serial Number:	87978124	PURE EMPOWER
Serial Number:	87495383	PURE EMPOWER
Serial Number:	87606570	PURE BARRE ON DEMAND
Serial Number:	87495392	PURE FOUNDATIONS
Serial Number:	87613131	PURE REFORM
Serial Number:	87606577	THIS IS OUR TIME.
Serial Number:	87495405	PURE FOUNDATIONS
Serial Number:	87606581	SMALL MOVEMENTS. BIG CHANGE.
Serial Number:	87495411	PURE FOUNDATIONS
Serial Number:	86305123	P
Serial Number:	85923833	BREAKING DOWN THE BARRE
Serial Number:	85873922	LIFT · TONE · BURN
Serial Number:	85861416	PURE BARRE
Serial Number:	85861310	P
Serial Number:	77458033	PURE BARRE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER: 18569011

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 10/25/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each a “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 (the “Administrative Agent”), in connection with an Amended and Restated Guaranty and Collateral Agreement dated as of October 25, 2018, 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 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 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 and in the Credit Agreement 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 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 divisionals 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 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 Credit Agreement and in the Guaranty and Collateral 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 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 Credit Agreement, or the Guaranty and Collateral 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.

[Signature pages follow]

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

XPONENTIAL FITNESS, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Anthony Geisler
Title: Chief Executive Officer

CB IP, LLC,
an Ohio limited liability company,
as a Grantor

By: CycleBar Holdco, LLC, a Delaware limited
company, its sole member

By: _____
Name: James Jagers
Title: President

**ST. GREGORY DEVELOPMENT GROUP,
LLC,**
an Ohio limited liability company,
as a Grantor

By: _____
Name: James Jagers
Title: Chief Operating Officer

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

By: _____
Name: Anthony Geisler
Title: Co-Secretary

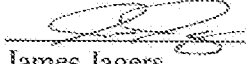
Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

XPONENTIAL FITNESS, LLC,
a Delaware limited liability company,
as a Grantor

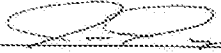
By: _____
Name: Anthony Geisler
Title: Chief Executive Officer

CB IP, LLC,
an Ohio limited liability company,
as a Grantor

By: CycleBar Holdco, LLC, a Delaware limited
company, its sole member

By: 
Name: James Jagers
Title: President

**ST. GREGORY DEVELOPMENT GROUP,
LLC,**
an Ohio limited liability company,
as a Grantor

By: 
Name: James Jagers
Title: Chief Operating Officer

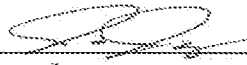
ROW HOUSE FRANCHISE, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Anthony Geisler
Title: Co-Secretary

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

By: _____
Name: Anthony Geisler
Title: Chief Executive Officer

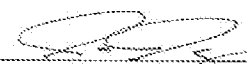
LB IP, LLC,
an Ohio limited liability company,
as a Grantor

By:  _____
Name: James Jagers
Title: Chief Operating Officer

AKT FRANCHISE, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Anthony Geisler
Title: Chief Executive Officer

**STG BRAND AMBASSADOR FRANCHISING,
LLC,**
an Ohio limited liability company,
as a Grantor

By:  _____
Name: Jim Jagers
Title: Chief Operating Officer

PURE BARRE, 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

LB IP, LLC,
an Ohio limited liability company,
as a Grantor

By: _____
Name: James Jagers
Title: Chief Operating Officer

AKT FRANCHISE, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Anthony Geisler
Title: Chief Executive Officer

**STG BRAND AMBASSADOR FRANCHISING,
LLC,**
an Ohio limited liability company,
as a Grantor

By: _____
Name: Jim Jagers
Title: Chief Operating Officer

PURE BARRE, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Anthony Geisler
Title: Chief Executive Officer

[Trademark Security Agreement]

Acknowledged:

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

By: *Kyle Asher*
Name: Kyle Asher
Title: Authorized Signatory


[Trademark Security Agreement]


**TRADEMARK
REEL: 006465 FRAME: 0757**

SCHEDULE 1

TRADEMARK COLLATERAL

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
XPONENTIAL FITNESS LLC	XPONENTIAL FITNESS	88133429	NA	9/26/2018	Pending
CB IP, LLC		88079082	NA	8/15/2018	Pending
CB IP, LLC		88078138	NA	8/14/2018	Pending
CB IP, LLC		88078098	NA	8/14/2018	Pending
CB IP, LLC		88078011	NA	8/14/2018	Pending
CB IP, LLC		88012318	NA	6/23/2018	Pending
CB IP, LLC	CYCLEBAR	88133435	NA	9/26/2018	Pending
CB IP, LLC	CYCLEGIVES	88116285	NA	9/13/2018	Pending
CB IP, LLC	CYCLEBAR	86410523	4738832	9/30/2014	5/19/2015
CB IP, LLC	CYCLEBAR	86447157	4739161	11/6/2014	5/19/2015
CB IP, LLC		86413102	4743218	10/2/2014	5/26/2015
CB IP, LLC		86446326	4743707	11/6/2014	5/26/2015
CB IP, LLC	CYCLEBAR	88133435	NA	9/26/2018	Pending
CB IP, LLC	CYCLEGIVES	88116285	NA	9/13/2018	Pending
CB IP, LLC	LIVSTYL	87627157	NA	9/28/2017	Pending
CB IP, LLC	FUEHL	87627148	NA	9/28/2017	Pending
St. Gregory Development	STG BRANDS	88091522	NA	8/24/2018	Pending

Group, LLC					
Row House Franchise, LLC	ROW HOUSE	88133432	NA	9/26/2018	Pending
Stretch Lab Franchise	FLEXOLOGIST	88133430	NA	9/26/2018	Pending
LB IP, LLC	@ THE LB	87110313	NA	7/20/2016	Pending
LB IP, LLC	LB	87097254	NA	7/8/2016	Pending
LB IP, LLC	THE LB	87096363	NA	7/7/2016	Pending
AKT Franchise, LLC	AKT	88133442	NA	9/26/2018	Pending
STG Brand Ambassador Franchising, LLC	STG BRAND AMBASSADOR	88134723	NA	9/27/2018	Pending
Pure Barre, LLC	PURE EMPOWER	87978124	NA	6/19/2017	Pending
Pure Barre, LLC	PURE EMPOWER	87495383	NA	6/19/2017	Pending
Pure Barre, LLC	PURE BARRE ON DEMAND	87606570	NA	9/13/2017	Pending
Pure Barre, LLC	PURE FOUNDATIONS	87495392	NA	6/19/2017	Pending
Pure Barre, LLC	PURE REFORM	87613131	NA	9/18/2017	Pending
Pure Barre, LLC	THIS IS OUR TIME.	87606577	NA	9/13/2017	Pending
Pure Barre, LLC	PURE FOUNDATIONS	87495405	5462386	6/19/2017	5/8/2018
Pure Barre, LLC	SMALL MOVEMENTS. BIG CHANGE.	87606581	NA	9/13/2017	Pending
Pure Barre, LLC	PURE FOUNDATIONS	87495411	5379539	6/19/2017	1/16/2018
Pure Barre, LLC		86305123	4671314	6/10/2014	1/13/2015
Pure Barre, LLC	BREAKING DOWN THE BARRE	85923833	4451376	5/6/2013	12/17/2013
Pure Barre, LLC	lift • tone • burn	85873922	4608054	3/12/2013	9/23/2014
Pure Barre, LLC	PURE BARRE	85861416	4431632	2/27/2013	11/12/2013

Pure Barre, LLC		85861310	4431630	2/27/2013	11/12/2013
Pure Barre, LLC	PURE BARRE	77458033	3553370	4/25/2008	12/30/2008