

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Booker Software, Inc.		02/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4205915	GO 1	
Registration Number:	4221045	GRAMERCYONE 1	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058516-0025		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	02/15/2019		
Total Attachments: 6			
source=Mesquite - IPSA - Trademark Security Agt Executed#page1.tif			
source=Mesquite - IPSA - Trademark Security Agt Executed#page2.tif			
source=Mesquite - IPSA - Trademark Security Agt Executed#page3.tif			
source=Mesquite - IPSA - Trademark Security Agt Executed#page4.tif			
source=Mesquite - IPSA - Trademark Security Agt Executed#page5.tif			

OP \$65.00 4205915

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 15, 2019 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of February 15, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Torreys Merger Sub, Inc., a Delaware corporation (prior to the consummation of the Closing Date Acquisition, the "Borrower") and MINDBODY, Inc., a Delaware corporation (upon consummation of the Closing Date Acquisition, the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

MINDBODY, INC.,
a Delaware corporation

By: 
Name: Brett T. White
Title: Chief Financial Officer

BOOKER SOFTWARE, INC.,
a Delaware corporation

By: 
Name: Brett T. White
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
MINDBODY, Inc.	BOOK YOUR BEST DAY. EVERY DAY.	5111066
MINDBODY, Inc.	BOOKER (and design) (in color)	4815533
MINDBODY, Inc.	ENGAGE BY MINDBODY CONNECT	4924214
MINDBODY, Inc.	GOPROMOTE	4294458
MINDBODY, Inc.	LOVE YOUR BUSINESS	4817989
MINDBODY, Inc.	MINDBODY	3387526
MINDBODY, Inc.	MINDBODY	4904983
MINDBODY, Inc.	MINDBODY (and design)	3873251
MINDBODY, Inc.	MINDBODY (and design)	4940772
MINDBODY, Inc.	MINDBODY CONNECT	4786435
MINDBODY, Inc.	MINDBODY CONNECT	4589910
MINDBODY, Inc.	MINDBODY CONNECT	4817106
MINDBODY, Inc.	MINDBODY CONNECT WORKPLACE	4965608
MINDBODY, Inc.	MINDBODY EXCHANGE	4706269
MINDBODY, Inc.	MINDBODY EXPRESS	4587428
MINDBODY, Inc.	MINDBODY Logo	3873607
MINDBODY, Inc.	MINDBODY Logo	4904984
MINDBODY, Inc.	MINDBODY REACH	4903842
MINDBODY, Inc.	POWERED BY MINDBODY	4593985
MINDBODY, Inc.	RIBBON Logo	4706317
MINDBODY, Inc.	SALONBOOKER	3923549
MINDBODY, Inc.	SPABOOKER	3527513
MINDBODY, Inc.	CONNECTING THE WORLD TO WELLNESS	5629599
MINDBODY, Inc.	FITMETRIX	5641361
Booker Software, Inc.	GRAMERCYONE 1 (and design) (in color)	4205915

Booker Software, Inc.	HEALCODE	4221045
-----------------------	----------	---------

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
MINDBODY, Inc.	MB ONE	86956664