

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		04/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CorePower Yoga, LLC		
Street Address:	2434 West Caithness Place		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80211		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5074164	COREPOWER YOGA LIVE YOUR POWER	
Registration Number:	5074165	COREPOWER YOGA LIVE YOUR POWER	
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:	212-655-3320		
Email:	pwright@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Attn: Patricia Wright		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Patricia Wright		
SIGNATURE:	/Patricia Wright/		
DATE SIGNED:	04/04/2019		
Total Attachments: 5			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Madison Capital Funding LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 2, 2019

- Assignment
- Security Agreement
- Other RELEASE
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CorePower Yoga, LLC

Street Address: 2434 West Caithness Place

City: Denver

State: Colorado

Country: USA Zip: 80211

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Colorado

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I attached to the Trademark Release and Reassignment

B. Trademark Registration No.(s)

See Schedule I attached to the Trademark Release and Reassignment

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule I attached to the Trademark Release and Reassignment

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Patricia Wright

Street Address: 1270 Avenue of the Americas, 30th Fl.

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-3320

Docket Number: _____

Email Address: pwright@chapman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Patricia Wright

Name of Person Signing

04/03/2019

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 2, 2019, by MADISON CAPITAL FUNDING LLC, a Delaware limited liability company (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, CorePower Yoga, LLC, a Colorado limited liability company (“Grantor”) and Secured Party were parties to that certain Trademark Security Agreement dated as of February 23, 2018 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 23, 2018, at Reel 6278, Frame 0167;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party’s security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges its security interest in all of Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising:

(a) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Secured Party represents and warrants that: (i) it has the full power and authority to execute this Trademark Release and Reassignment; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks and the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to the Trademarks and the Trademark Collateral, any trademark, or registration of an application to register any trademark, or any trade name or assumed name of or by Grantor, other than the Trademarks set forth on Schedule I, in any jurisdiction throughout the world, other than such filings made in the United States Patent and Trademark Office.

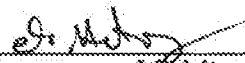
3. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

4. Secured Party hereby authorizes and requests that this Trademark Release and Reassignment be recorded at the United States Patent and Trademark Office, or any other applicable location. Secured Party shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release and Reassignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC

By: 
Name: Mairita Antons
Title: Vice President

SCHEDULE I

Trademark Registrations

Mark	Registration No.	Registration Date	Status of Mark	Owner/Applicant
COREPOWER YOGA LIVE YOUR POWER	5074164	11/1/16	Registered	CorePower Yoga, LLC
COREPOWER YOGA LIVE YOUR POWER	5074165	11/1/16	Registered	CorePower Yoga, LLC

Trademark Applications

None.