

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517441

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding LLC		04/02/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CorePower Yoga, LLC		
<b>Street Address:</b>	2434 West Caithness Place		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80211		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4386280	HOT POWER FUSION	
<b>Registration Number:</b>	3685076	COREPOWER YOGA	
<b>Registration Number:</b>	3582626	COREPOWER YOGA LIVE AN EXTRAORDINARY LIF	
<b>Registration Number:</b>	3122666	COREPOWER YOGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-655-3320		
<b>Email:</b>	pwright@chapman.com		
<b>Correspondent Name:</b>	Chapman and Cutler LLP		
<b>Address Line 1:</b>	1270 Avenue of the Americas, 30th Floor		
<b>Address Line 2:</b>	Attn: Patricia Wright		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>NAME OF SUBMITTER:</b>	Patricia Wright		
<b>SIGNATURE:</b>	/Patricia Wright/		
<b>DATE SIGNED:</b>	04/04/2019		
<b>Total Attachments: 5</b>			
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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:**

4

**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).

### W I T N E S S E T H:

WHEREAS, CorePower Yoga, LLC, a Colorado limited liability company (“Grantor”) and Secured Party were parties to that certain Trademark Security Agreement dated as of November 22, 2013 (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 November 22, 2013, at Reel 5159, Frame 0481;

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.

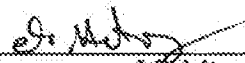
3. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

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**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
HOT POWER FUSION	4386280	8/20/13	U.S.
COREPOWER YOGA	3685076	9/22/09	U.S.
COREPOWER YOGA LIVE AN EXTRAORDINARY LIFE	3582626	3/3/09	U.S.
COREPOWER YOGA	3122666	8/1/06	U.S.

**Trademark Applications**

None.