

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CorePower Yoga, LLC		05/14/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3685076	COREPOWER YOGA	
Registration Number:	3122666	COREPOWER YOGA	
Registration Number:	4707528	COREPOWER YOGA	
Registration Number:	3582626	COREPOWER YOGA LIVE AN EXTRAORDINARY LIF	
Registration Number:	5074165	COREPOWER YOGA LIVE YOUR POWER	
Registration Number:	5074164	COREPOWER YOGA LIVE YOUR POWER	
Registration Number:	4386280	HOT POWER FUSION	
Registration Number:	4707526	LIVE AN EXTRAORDINARY LIFE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0394		

CH \$215.00 3685076

NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	05/15/2019
Total Attachments: 3	
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source=3 - Active_75637733_3_CorePower Yoga (TSG) - Trademark Security Agreement - Executed#page2.tif	
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 14, 2019, by CorePower Yoga, LLC ("Grantor"), in favor of ANTARES CAPITAL LP, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 14, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

COREPOWER YOGA, LLC,
a Colorado limited liability company

By: Rebecca Pessin
Name: Rebecca Pessin
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Trademarks

Mark/Description	Registration No./ Document No.	Registration Date	Owner
COREPOWER YOGA CorePower Yoga	3685076	9/22/2009	CorePower Yoga, LLC
COREPOWER YOGA CorePower Yoga	3122666	8/1/2006	CorePower Yoga, LLC
 CorePower Yoga (Stylized)	4707528	3/24/2015	CorePower Yoga, LLC
 CorePower Yoga Live and Extraordinary Life and Design	3582626	3/3/2009	CorePower Yoga, LLC
 CorePower Yoga Live Your Power and Design (horizontal)	5074165	11/1/2016	CorePower Yoga, LLC
 CorePower Yoga Live Your Power and Design (stacked)	5074164	11/1/2016	CorePower Yoga, LLC
HOT POWER FUSION Hot Power Fusion	4386280	8/20/2013	CorePower Yoga, LLC
LIVE AN EXTRAORDINARY LIFE Live an Extraordinary Life	4707526	3/24/2015	CorePower Yoga, LLC