

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVIDBANK		09/18/2020	banking corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	GREAT HILL EQUITY PARTNERS V, L.P.
<b>Street Address:</b>	2000 Clarendon Street, 29th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5668591	YOGAWORKS
Registration Number:	4897979	YOGA TREE
Registration Number:	4414713	MY YOGAWORKS
Registration Number:	4079669	CARDIO FLOW
Registration Number:	2991794	YOGAWORKS
Registration Number:	3570590	BARWORKS
Registration Number:	3502859	KIDSWORKS
Registration Number:	3440342	DANCEWORKS
Registration Number:	2022243	YOGA WORKS
Registration Number:	3440355	SCULPTWORKS

## CORRESPONDENCE DATA

Fax Number: 2149813400

*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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

CH \$265.00 5668591

**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 92719-30040

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 09/18/2020

**Total Attachments: 5**

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## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment") is entered into as of September 18, 2020, by and between AVIDBANK, a California banking corporation ("Assignor") and GREAT HILL EQUITY PARTNERS V, L.P., a Delaware limited partnership ("Assignee"). Each capitalized term used but not defined in this Assignment has the meaning given or ascribed to it in the Trademark Security Agreement referred to below.

WHEREAS, pursuant to that certain Credit Agreement, between Assignor and YogaWorks, Inc., a Delaware corporation ("Parent") and Yoga Works, Inc, a California corporation ("Company" and together with Parent, the "Borrower"), dated January 23, 2020 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), Assignor possesses a security interest in all of Borrower's assets, including without limitation, all of Borrower's rights, title and interest in and to the trademark and trademark applications (collectively, the "Trademark Collateral"), including without limitation, the Trademark Collateral set forth on Schedule A attached hereto; and

WHEREAS, Assignor and the Company also entered into that certain Trademark Security Agreement, dated as of January 23, 2020 (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement") to further evidence Assignor's security interest in the Trademark Collateral, which was recorded with the United States Patent and Trademark Office on January 27, 2020, at Reel No. 6846, Frame No. 0648; and

WHEREAS, Assignor and Assignee entered into that certain Loan Sale Agreement, dated as of September 18, 2020, whereby Assignee purchased all of the Assignor's rights, title and interest in and to the Credit Agreement, Trademark Security Agreement and the related loan documents, including its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's rights, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its security interest in the Company's rights, title and interest in, to and under the Trademark Collateral set forth on Schedule A. The foregoing assignment is made without recourse, representations or warranties of any kind.

2. Assignor hereby authorizes the Commissioner of Trademark in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Assignment upon request of Assignee.


3. This Assignment may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means or electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. This Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

AVIDBANK

By:   
Name: Sheila Emami  
Title: Vice President

ASSIGNEE

GREAT HILL EQUITY PARTNERS V, L.P.,  
a Delaware limited partnership

By: Great Hill Partners GP V, L.P., its general  
partner

By: GHP V, LLC, its general partner

By: \_\_\_\_\_  
Michael Kumin  
Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

AVIDBANK

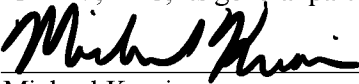
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE

GREAT HILL EQUITY PARTNERS V, L.P.,  
a Delaware limited partnership

By: Great Hill Partners GP V, L.P., its general  
partner

By: GHP V, LLC, its general partner

By:   
\_\_\_\_\_  
Michael Kumin  
Manager

SCHEDULE A  
TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**Trademark Collateral**

No	Description	Serial Number	Registration Number	Owner
1.	YOGAWORKS (& design)		5,668,591 (02/05/2019)	Yoga Works, Inc.
2.	YOGA TREE		4,897,879 (02/09/2016)	Yoga Works, Inc.
3.	MY YOGAWORKS (& design)		4,414,713 (10/09/2013)	Yoga Works, Inc.
4.	CARDIO FLOW		4,078,669 (01/03/2012)	Yoga Works, Inc.
5.	YOGAWORKS		2,991,794 (09/06/2005)	Yoga Works, Inc.
6.	BARWORKS		3,570,590 (02/03/2009)	Yoga Works, Inc.
7.	KIDSWORKS		3,502,859 (09/18/2008)	Yoga Works, Inc.

No.	Description	Serial Number	Registration Number	Owner
8.	SCULPTWORKS		3,440,355 (06/03/2008)	Yoga Works, Inc.
9.	DANCEWORKS		3,440,342 (06/03/2008)	Yoga Works, Inc.
10.	YOGA WORKS		2,022,243 (12/10/1996)	Yoga Works, Inc.