

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602991

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GREAT HILL EQUITY PARTNERS V, L.P.		10/09/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YOGAWORKS INVESTMENT FUND LLC		
<b>Street Address:</b>	2148 JIMMY DURANTE, SUITE B		
<b>City:</b>	DEL MAR		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92014		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5668591	YOGAWORKS	
<b>Registration Number:</b>	4897979	YOGA TREE	
<b>Registration Number:</b>	4414713	MY YOGAWORKS	
<b>Registration Number:</b>	4079669	CARDIO FLOW	
<b>Registration Number:</b>	2991794	YOGAWORKS	
<b>Registration Number:</b>	3570590	BARWORKS	
<b>Registration Number:</b>	3502859	KIDSWORKS	
<b>Registration Number:</b>	3440355	SCULPTWORKS	
<b>Registration Number:</b>	3440342	DANCEWORKS	
<b>Registration Number:</b>	2022243	YOGA WORKS	
<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>	3124643100		
<b>Email:</b>	trademarks@loeb.com		
<b>Correspondent Name:</b>	William J. Voller III		
<b>Address Line 1:</b>	321 North Clark Street, Suite 2300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		

OP \$265.00 5668591

<b>ATTORNEY DOCKET NUMBER:</b>	233739-10015
<b>NAME OF SUBMITTER:</b>	William J. Voller III
<b>SIGNATURE:</b>	/William J. Voller III/
<b>DATE SIGNED:</b>	10/14/2020

**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 October 9, 2020, by and between GREAT HILL EQUITY PARTNERS V, L.P., a Delaware limited partnership ("Assignor") and YOGAWORKS INVESTMENT FUND LLC, a California limited liability company ("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 (as successor-by-assignment to Avidbank) 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 (as successor-by-assignment to Avidbank) 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 October 9, 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 an 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.

ASSIGNEE:

YOGAWORKS INVESTMENT FUND LLC

By:   
Name: Adam Phillips  
Title: Manager

ASSIGNOR:

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

[Signature Page to Assignment of Security Interest In Trademark Collateral]

**TRADEMARK**  
**REEL: 007077 FRAME: 0274**

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.

ASSIGNEE:

YOGAWORKS INVESTMENT FUND LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

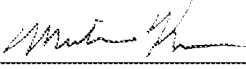
Title: \_\_\_\_\_

ASSIGNOR:

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		4,079,669 (01/03/2012)	Yoga Works, Inc.
5.	YOGAWORKS		2,991,794 (09/08/2005)	Yoga Works, Inc.
6.	BARWORKS		3,570,590 (02/03/2009)	Yoga Works, Inc.
7.	KIDSWORKS		3,502,859 (09/16/2008)	Yoga Works, Inc.

No.	Description	Serial Number	Registration Number	Owner
8.	SCULPTWORKS		3,440,355 (08/03/2008)	Yoga Works, Inc.
9.	DANCEWORKS		3,440,342 (08/03/2008)	Yoga Works, Inc.
10.	YOGA WORKS		2,022,243 (12/10/1996)	Yoga Works, Inc.