

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The YW Company LLC		01/01/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Serene Investment Management, LLC		
Street Address:	2148 Jimmy Durante Boulevard, Suite B		
City:	Del Mar		
State/Country:	CALIFORNIA		
Postal Code:	92014		
Entity Type:	Limited Liability Company: CALIFORNIA		
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:	3440355	SCULPTWORKS	
Registration Number:	3440342	DANCEWORKS	
Registration Number:	2022243	YOGA WORKS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		

OP \$265.00 5668591

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1312190 TM

NAME OF SUBMITTER: Ronni Francois

SIGNATURE: /Ronni Francois/

DATE SIGNED: 01/06/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of January 1, 2021, by and between The YW Company LLC, a California limited liability company ("Grantor"), and Serene Investment Management, LLC, a California limited liability company ("Serene") in accordance with the Secured Revenue Sharing Agreement dated as of December 28, 2020 between Serene, as successor to YogaWorks, Inc., a Delaware corporation ("YW Delaware"), and Yoga Works, Inc., a California corporation ("YW California," and together with YW Delaware, the "Sellers"), and Grantor (the "Secured Revenue Sharing Agreement").

WITNESSETH:

WHEREAS, the Sellers filed voluntary petitions for relief under Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "Bankruptcy Code"), on October 14, 2020, Case Nos. 20-12599-KBO and 20-12600-KBO, (the "Bankruptcy Cases") in the United States Bankruptcy Court for the District Delaware (the "Bankruptcy Court");

WHEREAS, pursuant to the Asset Purchase Agreement between the Sellers and Grantor dated as of the date hereof (the "Asset Purchase Agreement"): (A) the Sellers are selling, and Grantor is purchasing, certain Assets (as defined in the Asset Purchase Agreement) used or held for use by the Sellers in the conduct of their business (collectively, the "Acquisition"); (B) in connection with the Asset Purchase Agreement, the Sellers and Grantor are executing the Secured Revenue Sharing Agreement in respect of a portion of the Aggregate Purchase Price (as defined in the Asset Purchase Agreement) for the Acquisition; and (C) pursuant to the terms of the Secured Revenue Sharing Agreement, Grantor is required to execute and deliver this Agreement;

WHEREAS, in connection with the Bankruptcy Cases, the Sellers have assigned the Secured Revenue Sharing Agreement and the benefits of this Agreement to Serene, as the secured lender under that certain Debtor-In-Possession Loan and Security Agreement dated October 14, 2020; and

WHEREAS, Serene or any affiliates, successors, or assigns thereof, shall be referred to herein as the "Secured Party."

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Secured Revenue Sharing Agreement or, if not defined therein, in the Asset Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party, to secure Grantor's obligations to the Secured Party under the Secured Revenue Sharing Agreement (the "Secured Obligations"), a continuing security interest (the "Security Interest") in all of Grantor's right, title

and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and all trademark licenses to which it is a party including but not limited to those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license to which it is a party; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark (including but not limited to any trademarks licensed under any trademark license to which Grantor is a party), including but not limited to the right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license to which Grantor is a party.

3. SECURITY FOR SECURED OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Secured Revenue Sharing Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Secured Revenue Sharing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Secured Revenue Sharing Agreement, the Secured Revenue Sharing Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, or rights under license with respect to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks, trademark licenses, or renewals or extensions of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by

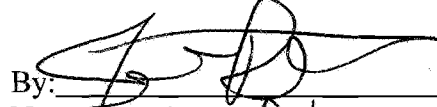
facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first set forth above.

GRANTOR:

The YW Company, LLC,
a California limited liability company,

By: 
Name: Jason Peterson
Title: manager

Address for notices:

4712 Admiralty Way, Ste. 533
Marina del Rey, CA 90292
Attn: Legal Department
Email: legal@godigitalmg.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007156 FRAME: 0378

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On December 28, 2020 before me, Benjamin Herrera, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jason Peterson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____


Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SECURED PARTY:

Serene Investment Management, LLC,
a California limited liability company,

By: 
Name: Vincent Phillips
Title: Vice President

Address for notices:

2148 Jimmy Durante Boulevard, Suite B
Del Mar, CA 92014
Attn: Charlie Monts
Email: charlie@sereneim.com

with a copy to:

Randy Michelson
Michelson Law Group
220 Montgomery Street, Suite 2100
San Francisco, CA 94104
Email: randy.michelson@michelsonlawgroup.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

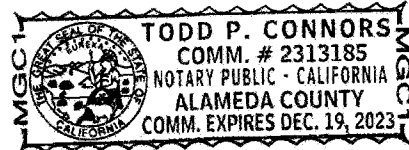
On December 29th, 2020 before me, Todd P. Connors, Notary Public
(insert name and title of the officer)

personally appeared Vincent Phillips
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

No.	Description	Serial Number	Registration Number	Owner
1.	YOGAWORKS (& design)		5,668,591 (02/05/2019)	Yoga Works, Inc.
2.	YOGA TREE		4,897,979 (02/09/2016)	Yoga Works, Inc.
	MY YOGAWORKS (& design)		4,414,713 (10/08/2013)	Yoga Works, Inc.
3.	CARDIO FLOW		4,079,669 (01/03/2012)	Yoga Works, Inc.
4.	YOGAWORKS		2,991,794 (09/06/2005)	Yoga Works, Inc.
5.	BARWORKS		3,570,590 (02/03/2009)	Yoga Works, Inc.
6.	KIDSWORKS		3,502,859 (09/16/2008)	Yoga Works, Inc.

Schedule 1
to Trademark Security Agreement

TRADEMARK
REEL: 007156 FRAME: 0382

7.	SCULPTWORKS		3,440,355 (06/03/2008)	Yoga Works, Inc.
8.	DANCEWORKS		3,440,342 (06/03/2008)	Yoga Works, Inc.
9.	YOGA WORKS		2,022,243 (12/10/1996)	Yoga Works, Inc.

Schedule 1
to Trademark Security Agreement