

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Club Pilates Franchise, LLC		04/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5780902	EVERYBODY NEEDS PILATES	
Registration Number:	5090777		
Registration Number:	4255517	CLUB PILATES	
Registration Number:	4406173	CLUB PILATES	
Registration Number:	4190273		
Registration Number:	5320156	CLUB PILATES	
Registration Number:	5320155	CLUB PILATES	
Registration Number:	5337927	DO PILATES. DO LIFE.	
Registration Number:	5337925	DO PILATES. DO LIFE.	
Registration Number:	5304311	CLUB PILATES	
Registration Number:	5337929	DO PILATES. DO LIFE.	
Registration Number:	5701542	CLUB PILATES	
Registration Number:	5674452	CLUB PILATES ON DEMAND	
Registration Number:	5674453		
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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>			

OP \$365.00 5780902

Phone: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 27422.515006 Club Pilates

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 04/20/2021

Total Attachments: 5

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NOTICE OF GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Club Pilates Franchise, LLC (the "Grantor") holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 19, 2021 (the "Security Agreement"), in favor of Wilmington Trust, National Association, as the Collateral Agent for itself and certain other Secured Parties (as described in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Grantee"); and

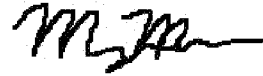
WHEREAS, pursuant to the Security Agreement, as collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in the Security Agreement), the Grantor has granted to the Grantee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in the Trademarks (excluding, for the avoidance of doubt, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), together with the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof (the "Trademark Collateral").

NOW, THEREFORE, 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 Secured Parties (as defined in the Security Agreement), a continuing security interest in the Trademark Collateral.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral 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. Upon the termination of the Security Agreement in accordance with its terms, the Grantee shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing its security interest in the Trademark Collateral. THIS NOTICE OF GRANT OF A SECURITY INTEREST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest to be duly executed by its officer thereunto duly authorized as of April 19, 2021.

CLUB PILATES FRANCHISE, LLC, as
Grantor




By: _____

Name: Megan Moen

Title: EVP Finance

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent and
Collateral Agent

By: 
Name: _____
Title: Joseph B. Feil
Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
CLUB PILATES FRANCHISE, LLC	IT COMES FROM THE CORE	88615195	NA	9/12/2019	Pending
CLUB PILATES FRANCHISE, LLC		88710343	NA	11/29/2019	Pending
CLUB PILATES FRANCHISE, LLC	IT COMES FROM CLUB PILATES	88615193	NA	9/12/2019	Pending
CLUB PILATES FRANCHISE, LLC	EVERYBODY NEEDS PILATES	88194253	5780902	11/14/2018	6/18/2019
CLUB PILATES FRANCHISE, LLC		87008560	5090777	4/20/2016	11/29/2016
CLUB PILATES FRANCHISE, LLC	CLUB PILATES	85504045	4255517	12/27/2011	12/4/2012
CLUB PILATES FRANCHISE, LLC		85831838	4406173	1/24/2013	9/24/2013
CLUB PILATES FRANCHISE, LLC		85504071	4190273	12/27/2011	8/14/2012
CLUB PILATES FRANCHISE, LLC	CLUB  PILATES	87008677	5320156	4/21/2016	10/31/2017

CLUB PILATES FRANCHISE, LLC		87008581	5320155	4/20/2016	10/31/2017
CLUB PILATES FRANCHISE, LLC	DO PILATES. DO LIFE.	87008564	5337927	4/20/2016	11/21/2017
CLUB PILATES FRANCHISE, LLC	DO PILATES. DO LIFE.	87006969	5337925	4/20/2016	11/21/2017
CLUB PILATES FRANCHISE, LLC	CLUB PILATES	87015270	5304311	4/26/2016	10/10/2017
CLUB PILATES FRANCHISE, LLC	DO PILATES. DO LIFE.	87010187	5337929	4/22/2016	11/21/2017
CLUB PILATES FRANCHISE, LLC	<i>CLUB PILATES</i>	87960573	5701542	6/13/2018	3/19/2019
CLUB PILATES FRANCHISE, LLC	<i>CLUB PILATES ON DEMAND</i>	87960579	5674452	6/13/2018	2/12/2019
CLUB PILATES FRANCHISE, LLC		87960583	5674453	6/13/2018	2/12/2019