

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CycleBar Franchising, LLC		04/19/2021	Limited Liability Company: OHIO
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: 18			
Property Type	Number	Word Mark	
Registration Number:	5733930	CYCLEBAR	
Registration Number:	4738832	CYCLEBAR	
Registration Number:	4739161	CYCLEBAR	
Registration Number:	4743218	CB	
Registration Number:	4743707	CB	
Registration Number:	4830243	CYCLESTAR	
Registration Number:	5070905	CYCLEBEATS	
Registration Number:	5090880	CYCLEGIVING	
Registration Number:	5111052	#CYCLEBAR	
Registration Number:	4709859	CYCLESTATS	
Registration Number:	4709860	CYCLETHEATRE	
Serial Number:	88079082	GENERAL EXTRACTS	
Serial Number:	88078138	NOMAD EXTRACTS	
Serial Number:	88078098	DOSD	
Serial Number:	88078011	CSC	
Serial Number:	88012318	B BAKER EXTRACTS	
Serial Number:	87627157	LIVSTYL	
Serial Number:	87627148	FUEHL	

OP \$465.00 5733930

CORRESPONDENCE DATA**Fax Number:** 7045032622*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:** 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 CycleBar**NAME OF SUBMITTER:** Moira Sheehan**SIGNATURE:** /Moira Sheehan/**DATE SIGNED:** 04/20/2021**Total Attachments: 6**

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NOTICE OF GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, CycleBar Franchising, 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").

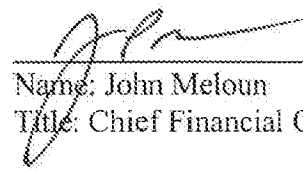
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in the Trademark Collateral.

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.

CYCLEBAR FRANCHISING, LLC, as
Grantor

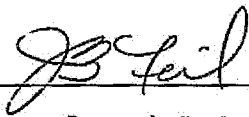
By: _____



Name: John Meloun




Title: Chief Financial Officer

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
CYCLEBAR FRANCHISING, LLC	CLIP INTO YOUR POWER	90266825	NA	10/20/2020	Pending
CYCLEBAR FRANCHISING, LLC	CLIP INTO YOUR PURPOSE	90266822	NA	10/20/2020	Pending
CYCLEBAR FRANCHISING, LLC	CLIP INTO YOUR STRENGTH	90266814	NA	10/20/2020	Pending
CYCLEBAR FRANCHISING, LLC	CLIP INTO POSSIBILITY	90255323	NA	10/14/2020	Pending
CYCLEBAR FRANCHISING, LLC	UNITED BY THE BEAT, FUELED BY THE RIDE	88466996	NA	6/10/2019	Pending
CYCLEBAR FRANCHISING, LLC		88710348	NA	11/29/2019	Pending
CYCLEBAR FRANCHISING, LLC		88079082	NA	8/15/2018	Pending
CYCLEBAR FRANCHISING, LLC		88078138	NA	8/14/2018	Pending
CYCLEBAR FRANCHISING, LLC		88078098	NA	8/14/2018	Pending
CYCLEBAR FRANCHISING, LLC		88078011	NA	8/14/2018	Pending

CYCLEBAR FRANCHISING, LLC		88012318	NA	6/23/2018	Pending
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	88133435	5733930	9/26/2018	4/23/2019
CYCLEBAR FRANCHISING, LLC	CYCLEGIVES	88116285	NA	9/13/2018	Pending
CYCLEBAR FRANCHISING, LLC	LIVSTYL	87627157	NA	9/28/2017	Pending
CYCLEBAR FRANCHISING, LLC	FUEHL	87627148	NA	9/28/2017	Pending
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	86410523	4738832	9/30/2014	5/19/2015
CYCLEBAR FRANCHISING, LLC	CYCLEBAR	86447157	4739161	11/6/2014	5/19/2015
CYCLEBAR FRANCHISING, LLC		86413102	4743218	10/2/2014	5/26/2015
CYCLEBAR FRANCHISING, LLC		86446326	4743707	11/6/2014	5/26/2015
CYCLEBAR FRANCHISING, LLC	CYCLESTAR	86446854	4830243	11/6/2014	10/13/2015
CYCLEBAR FRANCHISING, LLC	CYCLEBEATS	86446489	5070905	11/6/2014	11/1/2016
CYCLEBAR FRANCHISING, LLC	CYCLEGIVING	87009797	5090880	4/21/2016	11/29/2016
CYCLEBAR FRANCHISING, LLC	#CYCLEBAR	86809187	5111052	11/4/2015	12/27/2016
CYCLEBAR FRANCHISING, LLC	CYCLESTATS	86446741	4709859	11/6/2014	3/24/2015

CYCLEBAR FRANCHISING, LLC	CYCLETHEATRE	86446949	4709860	11/6/2014	3/24/2015
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