

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640547

<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>
PB Franchising, LLC		04/19/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5613749	PURE EMPOWER	
<b>Registration Number:</b>	5462386	PURE FOUNDATIONS	
<b>Registration Number:</b>	5379539	PURE FOUNDATIONS	
<b>Registration Number:</b>	4671314	P	
<b>Registration Number:</b>	4451376	BREAKING DOWN THE BARRE	
<b>Registration Number:</b>	4608054	LIFT · TONE · BURN	
<b>Registration Number:</b>	4431632	PURE BARRE	
<b>Registration Number:</b>	4431630	P	
<b>Registration Number:</b>	3553370	PURE BARRE	
<b>Serial Number:</b>	87606570	PURE BARRE ON DEMAND	
<b>Serial Number:</b>	87606581	SMALL MOVEMENTS. BIG CHANGE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		

OP \$290.00 5613749

**Address Line 2:** Attn: Moira Sheehan  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 27422.515006 PB

**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, PB 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.

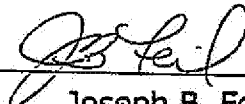
PB FRANCHISING, LLC, as Grantor

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



  
Name: John Meloun


Title: Chief Financial Officer

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

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

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
PB Franchising, LLC	PURE EMPOWER	87978124	5613749	6/19/2017	11/20/2018
PB Franchising, LLC	PURE EMPOWER	87495383	NA	6/19/2017	Pending
PB Franchising, LLC	PURE BARRE ON DEMAND	87606570	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495392	NA	6/19/2017	Pending
PB Franchising, LLC	PURE REFORM	87613131	NA	9/18/2017	Pending
PB Franchising, LLC	THIS IS OUR TIME.	87606577	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495405	5462386	6/19/2017	5/8/2018
PB Franchising, LLC	SMALL MOVEMENTS. BIG CHANGE.	87606581	NA	9/13/2017	Pending
PB Franchising, LLC	PURE FOUNDATIONS	87495411	5379539	6/19/2017	1/16/2018
PB Franchising, LLC		86305123	4671314	6/10/2014	1/13/2015
PB Franchising, LLC	BREAKING DOWN THE BARRE	85923833	4451376	5/6/2013	12/17/2013
PB Franchising, LLC	lift • tone • burn	85873922	4608054	3/12/2013	9/23/2014
PB Franchising, LLC	PURE BARRE	85861416	4431632	2/27/2013	11/12/2013
PB Franchising, LLC		85861310	4431630	2/27/2013	11/12/2013

PB Franchising, LLC	PURE BARRE	77458033	3553370	4/25/2008	12/30/2008
PB Franchising, LLC		86305123	4671314	6/10/2014	01/13/2015
PB Franchising, LLC	lift • tone • burn	85873922	4608054	3/12/2013	9/23/2014