## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM640554 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stretch Lab 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: 3**

Property Type	Number	Word Mark
Registration Number:	6085769	STRETCHLAB
Registration Number:	5312544	FLEXOLOGIST
Registration Number:	5177075	STRETCH LAB

### **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 King & Spalding LLP **Correspondent Name:** 

300 S. Tryon St., Ste 1700 Address Line 1:

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	27422.515006 Stretch Lab	
NAME OF SUBMITTER:	Moira Sheehan	
SIGNATURE:	/Moira Sheehan/	
DATE SIGNED:	04/20/2021	

**Total Attachments: 4** 

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#### NOTICE OF GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Stretch Lab Franchise, LLC (the "<u>Grantor</u>") 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 "<u>Trademarks</u>");

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.

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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

> STRETCH LAB FRANCHISE, LLC, as Grantor

Name: John Meloun Title: Chief Financial Officer

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

By: Name:

Title: Joseph B. Feil Vice President

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# SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Stretch Lab Franchise, LLC	LAB GO	88710370	NA	11/29/2019	Pending
Stretch Lab Franchise, LLC		88723829	6085769	12/11/2019	6/23/2020
Stretch Lab Franchise, LLC	FLEXOLOGIST	88133430	NA	9/26/2018	Pending
Stretch Lab Franchise, LLC	FLEXOLOGIST	87028974	5312544	5/8/2016	10/17/2017
Stretch Lab Franchise, LLC	STRETCH LAB	86660848	5177075	6/12/2015	4/4/2017

**RECORDED: 04/20/2021** 

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