

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EWC P&T, LLC		09/20/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EWC Franchisor LLC		
<b>Street Address:</b>	5830 GRANITE PARKWAY, SUITE 300		
<b>Internal Address:</b>	GRANITE PARK V		
<b>City:</b>	PLANO		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90100359	EWC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	+1.978.463.9130		
<b>Email:</b>	trademarks@sandsip.com		
<b>Correspondent Name:</b>	Aaron Y. Silverstein		
<b>Address Line 1:</b>	14 Cedar Street, Suite 224		
<b>Address Line 4:</b>	Amesbury, MASSACHUSETTS 01913		
<b>NAME OF SUBMITTER:</b>	Aaron Y. Silverstein		
<b>SIGNATURE:</b>	/Aaron Y. Silverstein/		
<b>DATE SIGNED:</b>	10/04/2022		
<b>Total Attachments: 3</b>			
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## U.S. CONFIRMATORY TRADEMARK ASSIGNMENT

This U.S. CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment"), effective as of September 20, 2022, and is made by and between EWC P&T, LLC, a Florida limited liability company ("Assignor"), in favor of EWC Franchisor LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of certain trademarks included in the Contributed Assets (as defined in that certain EWC P&T, LLC – EWC Franchisor LLC Contribution Agreement, by and between Assignor and Assignee, dated as of April 6, 2022) (the "Contribution Agreement"), including all of the United States trademark applications for registration identified in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Contribution Agreement, Assignor has assigned to Assignee, among other assets, all rights, title, and interests in and to the Trademarks, together with the goodwill of the business symbolized by and associated therewith, and the Parties wish to confirm such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably and exclusively sells, assigns, delivers and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in and to the Trademarks, including without limitation (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, *nunc pro tunc*, effective as of September 20, 2022.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed, *nunc pro tunc*, effective as of September 20, 2022.

ASSIGNOR:

EWC P&T, LLC

*Gavin O'Connor*  
By: Gavin O'Connor (Oct 3, 2022 18:36 EDT)  
Name: Gavin O'Connor  
Title: Chief Legal Officer

ASSIGNEE:

EWC FRANCHISOR LLC

*Gavin O'Connor*  
By: Gavin O'Connor (Oct 3, 2022 18:36 EDT)  
Name: Gavin O'Connor  
Title: Chief Legal Officer

*[Signature page to U.S Confirmatory Trademark Assignment]*

Schedule A

Trademarks

Trademark	U.S. Application Serial No.
EWC	90100359

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