

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xponential Fitness LLC		03/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	XPOF Assetco, LLC		
Street Address:	17877 Von Karman Avenue		
Internal Address:	Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6974924	XPASS	
Registration Number:	5756269	XPONENTIAL FITNESS	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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>			
Phone:	2127288000		
Email:	ipdocketingla@willkie.com		
Correspondent Name:	Eugene Chang		
Address Line 1:	Willkie Farr & Gallagher LLP		
Address Line 2:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	128650.00002 Assetco Assi		
NAME OF SUBMITTER:	Eugene L. Chang		
SIGNATURE:	/elc/		
DATE SIGNED:	03/21/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 13th day of March 2023, is made and entered into by and between XPONENTIAL FITNESS LLC ("Assignor") and XPOF ASSETCO, LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the trademark registrations and trademark applications identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record 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 assigns 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, to and under 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, dilutions, 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.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office or similar office in the applicable jurisdiction 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 respective 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 interpreted in accordance with, the internal laws of the State of New York. 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 Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

XPONENTIAL FITNESS LLC

DocuSigned by:

58A40CED78E946A...
By: _____
Name: John Meloun
Title: Chief Financial Officer

ASSIGNEE:

XPOF ASSETCO, LLC

DocuSigned by:

58A40CED78E946A...
By: _____
Name: John Meloun
Title: Chief Financial Officer

Signature Page to Trademark Assignment

Schedule A

Attached

Trademarks
Xponential Fitness

Mark Name	Mark Image	Mark Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
CLUB PILATES and CIRCLE FLOWER IN THE MIDDLE Design (Series)		Design Mark	Registered	Xponential Fitness LLC	Singapore	40201901780R	2018-09-28		
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS CLUB PILATES BY XPONENTIAL FITNESS CLUB PILATES BY XPONENTIAL FITNESS CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC Pilates Franchise, Club	Singapore	40201924206R	2019-11-06	40201924206R	2020-06-06
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS CLUB PILATES BY XPONENTIAL FITNESS CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	Mexico	2267771	2019-09-25	2151138	2020-09-29
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	Mexico	2274689	2019-10-09	2146091	2020-09-24
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Published	Xponential Fitness LLC	Singapore	40201922706T	2019-10-21		
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	Singapore	402019165115	2019-10-29	401847557	2022-03-22
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	China	41608611	2019-10-14	41608611	2020-06-21
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	United States of America	88776188	2020-01-28	6974924	2023-02-07
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	United States of America	88133429	2018-09-26	5756269	2019-05-21
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	International	1433636	2018-10-02		
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	Australia	1433636	2018-10-02	1970574	2018-10-02
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Application	Xponential Fitness LLC	Bahrain	1433636	2018-10-02		
CLUB PILATES and Design (Horizontal) CLUB PILATES BY XPONENTIAL FITNESS		Design Mark	Registered	Xponential Fitness LLC	China	1433636	2018-10-02	1433636	2018-10-02

XPONENTIAL FITNESS	Word Mark	Application	Xponential Fitness LLC	Egypt	1433636	2018-10-02		
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	European Union	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	India	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Indonesia	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Japan	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Norway	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Published	Xponential Fitness LLC	Oman	1433636	2018-10-02		
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Russian Federation	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Singapore	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Published	Xponential Fitness LLC	Thailand	1433636	2018-10-02		
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	United Kingdom	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Vietnam	1433636	2018-10-02	1433636	2018-10-02
XPONENTIAL FITNESS	Word Mark	Application	Xponential Fitness LLC	Malaysia	2018070130	2018-09-28		
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Saudi Arabia	177835	2019-04-09	1440018619	2019-04-09
XPONENTIAL FITNESS	Word Mark	Application	Xponential Fitness LLC	Brazil	916068838	2018-10-11		
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Dominican Republic	20196843	2019-02-14	258100	2019-04-30

XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Hong Kong	304688371	2018-10-03	304688371	2019-05-03
XPONENTIAL FITNESS	Word Mark	Application	Xponential Fitness LLC	South Africa	201828838	2018-10-03		
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Taiwan	107064368	2018-10-04	01987799	2019-05-16
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	International Korea, Republic of (KR)	1433636A	2018-10-02	1433636A	2018-10-02
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	Qatar	130632	2019-03-25	130632	2020-01-07
XPONENTIAL FITNESS	Word Mark	Registered	Xponential Fitness LLC	United Arab Emirates	308606	2019-03-26	308606	2019-03-26
XPONENTIAL PILATES	Word Mark	Registered	Xponential Fitness LLC	Mexico	2286871	2019-11-04	2190264	2020-12-16
XPONENTIAL YOGA	Word Mark	Registered	Xponential Fitness LLC	Mexico	2286870	2019-11-04	2178468	2020-11-25
XPONENTIAL YOGA SIX BY	Word Mark	Registered	Xponential Fitness LLC	Mexico	2286899	2019-11-04	2210773	2021-02-24