

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796246

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yoga Six Franchise, LLC		03/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yoga Six Franchise SPV, LLC		
<b>Street Address:</b>	17877 Von Karman Avenue		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90322187	CALM MIND. STRONG VIBE.	
<b>Serial Number:</b>	90322193	GET YOUR SIX ON	
<b>Registration Number:</b>	5110674	STRENGTHEN YOUR SELF	
<b>Registration Number:</b>	6702660	Y6	
<b>Registration Number:</b>	6095489	Y6 YOGA SIX	
<b>Registration Number:</b>	4901700	YOGA SIX	
<b>Registration Number:</b>	5205451	YOGA SIX	
<b>Registration Number:</b>	6702659	YOGASIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdocketingla@willkie.com		
<b>Correspondent Name:</b>	Eugene Chang		
<b>Address Line 1:</b>	Willkie Farr & Gallagher LLP		
<b>Address Line 2:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		

CH \$215.00 90322187

<b>ATTORNEY DOCKET NUMBER:</b>	128650.00002 Yoga Six Ass
<b>NAME OF SUBMITTER:</b>	Eugene L. Chang
<b>SIGNATURE:</b>	/elc/
<b>DATE SIGNED:</b>	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 YOGA SIX FRANCHISE, LLC ("Assignor") and YOGA SIX FRANCHISE SPV, 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:

YOGA SIX FRANCHISE, LLC

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

ASSIGNEE:

YOGA SIX FRANCHISE SPV, LLC














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

*Signature Page to Trademark Assignment*

**Schedule A**

Attached

**Trademarks**  
*Yoga Six*

Mark Name	Mark Image	Mark Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
CALM MIND. STRONG VIBE.		Word Mark	Application	Yoga Six Franchise, LLC	United States of America	90322187	2020-11-16	6702660	2022-04-12
GET YOUR SIX ON		Word Mark	Application	Yoga Six Franchise, LLC	United States of America	90322193	2020-11-16	2091265	2020-03-11
STRENGTHEN YOUR SELF		Word Mark	Registered	Yoga Six Franchise, LLC	United States of America	86693733	2015-07-15	5110674	2016-12-27
Y6 and DESIGN		Design Mark	Registered	Yoga Six Franchise, LLC	United States of America	90322183	2020-11-16	6702660	2022-04-12
Y6 and Design (Color)		Design Mark	Registered	Yoga Six Franchise, LLC	Mexico	2278353	2019-10-17	2091265	2020-03-11
Y6 and Design (Color)		Design Mark	Registered	Yoga Six Franchise, LLC	Saudi Arabia	177843	2019-04-09	1440018627	2019-07-24
Y6 Yoga Si Design (Color)		Design Mark	Registered	Yoga Six Franchise, LLC	United States of America	88723864	2019-12-11	6095489	2020-07-07
Y6 Yoga Six & Design (Color)		Design Mark	Registered	Yoga Six Franchise, LLC	Republic of Korea	402019200029	2019-12-24	401716069	2021-04-15
YOGA SIX		Word Mark	Application	Yoga Six Franchise, LLC	Canada	1991201	2019-10-18		
YOGA SIX		Word Mark	Registered	Yoga Six Franchise, LLC	United States of America	86694345	2015-07-15	4901700	2016-02-16
YOGA SIX		Word Mark	Registered	Yoga Six Franchise, LLC	International	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX		Word Mark	Registered	Yoga Six Franchise, LLC	Australia	1437219	2018-10-05	1972601	2018-10-05
YOGA SIX		Word Mark	Application	Yoga Six Franchise, LLC	Bahrain	1437219	2018-10-05		

YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	China	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Colombia	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Application	Yoga Six Franchise, LLC	Egypt	1437219	2018-10-05		
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	European Union	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	India	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Indonesia	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Japan	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Norway	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Published	Yoga Six Franchise, LLC	Oman	1437219	2018-10-05		
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Russian Federation	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Singapore	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Application	Yoga Six Franchise, LLC	Thailand	1437219	2018-10-05		
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	United Kingdom	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Vietnam	1437219	2018-10-05	1437219	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	International	1437219A	2018-10-05	1437219A	2018-10-05
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Mexico	1437219A	2018-10-05	2112523	2020-08-25

YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Hong Kong	304685013	2018-09-28	304685013	2018-09-28
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Malaysia	2018070140	2018-09-28	2018070140	2019-09-26
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Brazil	916069133	2018-10-11	916069133	2019-08-20
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Dominican Republic	20196838	2019-02-14	258596	2019-05-16
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	South Africa	201828313	2018-09-28	201828313	2019-12-13
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Taiwan	107064373	2018-10-04	01987802	2019-05-16
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	Qatar	130652	2019-03-25	130652	2020-01-07
YOGA SIX	Word Mark	Registered	Yoga Six Franchise, LLC	United Arab Emirates	308527	2019-03-25	308527	2019-03-25
YOGA SIX and Design (Cube)	Design Mark	Registered	Yoga Six Franchise, LLC	United States of America	86693951	2015-07-15	5205451	2017-05-16
YOGASIX	Word Mark	Registered	Yoga Six Franchise, LLC	United States of America	90322166	2020-11-16	6702659	2022-04-12

TRADEMARK

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RECORDED: 03/21/2023