

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
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 Secu		
NAME OF SUBMITTER:	Eugene L. Chang		
SIGNATURE:	/elc/		
DATE SIGNED:	03/22/2023		
Total Attachments: 7			
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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 13, 2023, by Xponential Fitness LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Grantor"), in favor of XPOF Assetco, LLC a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under such Contributed Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and

interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Notice may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

XPONENTIAL FITNESS, LLC

DocuSigned by:

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

XPOF ASSETCO, LLC

DocuSigned by:

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

Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (Xponential)

Schedule 1

Trademarks

[Attached]

Trademarks
Xponential Fitness

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