

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PB Franchising, LLC		03/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PB Franchising SPV, 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: 10			
Property Type	Number	Word Mark	
Registration Number:	4451376	BREAKING DOWN THE BARRE	
Registration Number:	4608054	LIFT · TONE · BURN	
Registration Number:	4431630	P	
Registration Number:	4671314	P	
Registration Number:	3553370	PURE BARRE	
Registration Number:	4431632	PURE BARRE	
Registration Number:	5613749	PURE EMPOWER	
Registration Number:	5462386	PURE FOUNDATIONS	
Registration Number:	5379539	PURE FOUNDATIONS	
Registration Number:	6502523	PURE REFORM	
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		

CH \$265.00 4451376

Address Line 2: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 128650.00002 PB Security

NAME OF SUBMITTER: Eugene L. Chang

SIGNATURE: /elc/

DATE SIGNED: 03/22/2023

Total Attachments: 8

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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 PB Franchising, LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Grantor"), in favor of PB Franchising SPV, 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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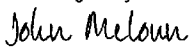
IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

PB FRANCHISING, LLC

DocuSigned by:

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

PB FRANCHISING SPV, LLC

DocuSigned by:

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

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













Schedule 1

Trademarks

[Attached]

Trademarks
Pure Barre

Mark Name	Mark Image	Mark Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
BREAKING DOWN THE BARRE		Word Mark	Registered	PB Franchising, LLC	United States of America	85923833	2013-05-06	4451376	2013-12-17
LIFT TONE BURN		Word Mark	Registered	PB Franchising, LLC	United States of America	85873922	2013-03-12	4608054	2014-09-23
LIFT TONE BURN		Word Mark	Registered	PB Franchising, LLC	Australia	1750716	2016-02-05	1750716	2016-09-07
LIFT TONE BURN		Word Mark	Registered	PB Franchising, LLC	New Zealand	1036878	2016-02-05	1036878	2016-02-05
LIFT TONE BURN and Design		Word Mark	Registered	PB Franchising, LLC	Canada	1621081	2013-04-04	TMA979770	2017-08-31
P (Triple P) Color Design		Design Mark	Registered	PB Franchising, LLC	Singapore	40201927397T	2019-12-19		
P and Design		Design Mark	Registered	PB Franchising, LLC	United States of America	85861310	2013-02-27	4431630	2013-11-12
P and Design		Design Mark	Registered	PB Franchising, LLC	United States of America	86305123	2014-06-10	4671314	2015-01-13
P and Design		Design Mark	Registered	PB Franchising, LLC	Canada	1621080	2013-04-04	TMA979773	2017-08-31
P and Design		Design Mark	Registered	PB Franchising, LLC	Australia	1750715	2016-02-05	1750715	2016-09-07
P and Design		Design Mark	Registered	PB Franchising, LLC	New Zealand	1036877	2016-02-05	1036877	2016-08-09
P and Design		Design Mark	Registered	PB Franchising, LLC	Japan	2019122689	2019-09-18	6308248	2020-10-26

P and Design		Design Mark	Allow to Lapse	PB Franchising, LLC	Mexico	2265645	2019-09-20	2082319	2020-02-11
P and Design		Design Mark	Application	PB Franchising, LLC	China	42784432	2019-11-20		
P and Design		Design Mark	Registered	PB Franchising, LLC	European Union	012611323	2014-02-18	012611323	2017-02-16
P and Design		Design Mark	Registered	PB Franchising, LLC	United Kingdom	012611323	2014-02-18	UK00912611323	2017-02-16
P and Design		Design Mark	Registered	PB Franchising, LLC	United Kingdom	3429287	2019-09-17	UK00003429287	2020-01-17
P and Design		Design Mark	Registered	PB Franchising, LLC	European Union	018125099	2019-09-17	018125099	2020-01-08
P and Design		Design Mark	Registered	PB Franchising, LLC	United Kingdom	018125099	2019-09-17	UK00918125099	2020-01-08
P PURE BARRE and Design		Design Mark	Registered	PB Franchising, LLC	Korea, Republic of (KR)	4020190180777	2019-11-22	40-1695063	2021-02-19
P PURE BARRE and Design		Design Mark	Registered	PB Franchising, LLC	India	4377559	2019-12-14	4377559	2020-10-23
P PURE BARRE and Design		Design Mark	Registered	PB Franchising, LLC	Brazil	918757983	2019-11-27	918757983	2022-06-21
P PURE BARRE and Design		Design Mark	Registered	PB Franchising, LLC	Egypt	402300	2019-11-19	402300	2022-01-23
P PURE BARRE and Design		Design Mark	Registered	PB Franchising, LLC	Turkey	2019/113617	2019-11-17	2019 113617	2020-03-06
PURE BARRE		Word Mark	Registered	PB Franchising, LLC	United States of America	77458033	2008-04-25	3553370	2008-12-30
PURE BARRE		Word Mark	Registered	PB Franchising, LLC	United States of America	85861416	2013-02-27	4431632	2013-11-12
PURE BARRE		Word Mark	Registered	PB Franchising, LLC	Canada	1621079	2013-04-04	TMA979774	2017-08-31
PURE BARRE		Word Mark	Registered	PB Franchising, LLC	Australia	1750714	2016-02-05	1750714	2016-09-07

PURE BARRE	Word Mark	Registered	PB Franchising, LLC	New Zealand	1036876	2016-02-05	1036876	2016-08-09
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	Kuwait	2019006299	2019-07-28	KW1615035	2020-01-07
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	Saudi Arabia	195266	2019-07-29	1440029155	2019-10-14
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	Japan	2019122690	2019-09-18	6308249	2020-10-26
PURE BARRE	Word Mark	Allow to Lapse	PB Franchising, LLC	Mexico	2265597	2019-09-20	2082316	2020-02-11
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	China	42779920	2019-12-03	4277920	2020-09-07
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	Russian Federation	2019758382	2019-11-15	773382	2020-08-27
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	Norway	201915324	2019-11-15	309102	2020-03-27
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	European Union	01261133	2014-02-18	01261133	2014-07-09
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	United Kingdom	01261133	2014-02-18	UK0091261133	2014-07-09
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	United Kingdom	3429294	2019-09-17	UK00003429294	2019-12-06
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	United Arab Emirates	314769	2019-07-30	314769	2019-10-21
PURE BARRE	Word Mark	Registered	PB Franchising, LLC	Qatar United States of America	133355	2019-07-30	133355	2020-04-23
PURE EMPOWER	Word Mark	Registered	PB Franchising, LLC	United States of America	87978124	2017-06-19	5613749	2018-11-20
PURE EMPOWER	Word Mark	Registered	PB Franchising, LLC	Canada United States of America	1907453	2018-07-03	TMA1112222	2021-10-20
PURE FOUNDATIONS	Word Mark	Registered	PB Franchising, LLC	United States of America	87495405	2017-06-19	5462386	2018-05-08

PURE FOUNDATIONS	Word Mark	Registered	PB Franchising, LLC	United States of America	87495411	2017-06-19	5379539	2018-01-16
PURE REFORM	Word Mark	Registered	PB Franchising, LLC	United States of America	87613131	2017-09-18	6502523	2021-09-28
PURE REFORM	Word Mark	Registered	PB Franchising, LLC	Canada	1907450	2018-07-03	TMA1112220	2021-10-20

AMERICAS 120439517