

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stretch Lab Franchise, LLC		03/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stretch Lab Franchise 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: 4			
Property Type	Number	Word Mark	
Registration Number:	5312544	FLEXOLOGIST	
Registration Number:	6821312	FLEXOLOGIST	
Registration Number:	5177075	STRETCH LAB	
Registration Number:	6085769	STRETCHLAB	
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 Stretch Lab		
NAME OF SUBMITTER:	Eugene L. Chang		
SIGNATURE:	/elc/		
DATE SIGNED:	03/22/2023		

CH \$115.00 5312544

Total Attachments: 11

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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 Stretch Lab Franchise, LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Grantor"), in favor of Stretch Lab Franchise 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.

STRETCH LAB FRANCHISE, LLC

DocuSigned by:

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

STRETCH LAB FRANCHISE SPV, 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 (Stretch Lab)

Schedule 1

Trademarks

[Attached]

Trademarks
Stretch Lab













Mark Name	Mark Image	Mark Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
FLEXOLOGIST		Word Mark	Registered	Stretch Lab Franchise LLC	United States of America	87028974	2016-05-08	5312544	2017-10-17
FLEXOLOGIST		Word Mark	Registered	Stretch Lab Franchise LLC	United States of America	88133430	2018-09-26	6821312	2022-08-16
FLEXOLOGIST		Word Mark	Registered	Stretch Lab Franchise LLC	International	1433683	2018-10-02		2018-10-02
FLEXOLOGIST		Word Mark	Application	Stretch Lab Franchise LLC	Bahrain	1433683	2018-10-02		
FLEXOLOGIST		Word Mark	Registered	Stretch Lab Franchise LLC	China	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST		Word Mark	Registered	Stretch Lab Franchise LLC	Colombia	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST		Word Mark	Application	Stretch Lab Franchise LLC	Egypt	1433683	2018-10-02		
FLEXOLOGIST		Word Mark	Application	Stretch Lab Franchise LLC	European Union	1433683	2018-10-02		
FLEXOLOGIST		Word Mark	Registered	Stretch Lab Franchise LLC	India	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST		Word Mark	Registered	Stretch Lab Franchise LLC	Indonesia	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST		Word Mark	Registered	Stretch Lab Franchise LLC	Japan	1433683	2018-10-02	1433683	2018-10-02

FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Korea, Republic of (KR)	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Mexico	1433683	2018-10-02	2101591	2020-07-20
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Norway	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Oman	1433683	2018-10-02		
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Philippines	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Russian Federation	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Singapore	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Thailand	1433683	2018-10-02		
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	United Kingdom	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Vietnam	1433683	2018-10-02	1433683	2018-10-02
FLEXOLOGIST	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Canada	1939781	2019-01-09		
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Kuwait	2019002672	2019-03-26	KW1623820	2022-02-15
FLEXOLOGIST	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	Qatar	130634	2019-03-25	130634	2020-01-07

FLEXOLOGIST	Word Mark	Registered	Franchise, LLC Stretch Lab	Saudi Arabia	177839	2019-04-09	1440018623	2019-04-09
FLEXOLOGIST	Word Mark	Registered	Franchise, LLC Stretch Lab	Brazil	916068978	2018-10-11	916068978	2019-08-20
FLEXOLOGIST	Word Mark	Registered	Franchise, LLC Stretch Lab	Hong Kong	304684988	2018-09-28	304684988	2019-02-01
FLEXOLOGIST	Word Mark	Registered	Franchise, LLC Stretch Lab	Malaysia	2018070133	2018-09-28	2018070133	2020-01-14
FLEXOLOGIST	Word Mark	Registered	Franchise, LLC Stretch Lab	South Africa	201828310	2018-09-28	201828310	2020-01-02
FLEXOLOGIST	Word Mark	Registered	Franchise, LLC Stretch Lab	Taiwan	107064369	2018-10-04	01987800	2019-05-16
FLEXOLOGIST	Word Mark	Registered	Franchise, LLC Stretch Lab	Dominican Republic	20196841	2019-02-14	258729	2019-05-16
FLEXOLOGIST	Word Mark	Registered	Franchise, LLC Stretch Lab	United Arab Emirates	308520	2019-03-25	308520	2019-03-25
FLEXOLOGIST BY STRETCHLAB	Word Mark	Registered	Franchise, LLC Stretch Lab	Mexico	2296059	2019-11-25	2107993	2020-08-12
STRETCH LAB	Word Mark	Registered	Franchise, LLC Stretch Lab	United States of America	86660848	2015-06-12	5177075	2017-04-04
STRETCH LAB	Word Mark	Registered	Franchise, LLC Stretch Lab	International	1433817	2018-10-02	1433817	2018-10-02
STRETCH LAB	Word Mark	Registered	Franchise, LLC Stretch Lab	Australia	1433817	2018-10-02	1970615	2018-10-02

STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Bahrain	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	China	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Colombia	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Egypt	1433817	2018-10-02	
STRETCH LAB	Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	European Union	1433817	2018-10-02	1433817 2018-10-02
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	India	4007339	2018-10-02	1433817
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Indonesia	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Japan	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Korea, Republic of (KR)	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Norway	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Oman	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Philippines	1433817	2018-10-02	
STRETCH LAB	Word Mark	Application	Stretch Lab Franchise, LLC Stretch	Russian Federation	1433817	2018-10-02	

STRETCH LAB	Word Mark	Application	Franchise, LLC Stretch Lab	Singapore	1433817	2018-10-02		
STRETCH LAB	Word Mark	Application	Franchise, LLC Stretch Lab	Thailand	1433817	2018-10-02		
STRETCH LAB	Word Mark	Application	Franchise, LLC Stretch Lab	Vietnam	1433817	2018-10-02		
STRETCH LAB	Word Mark	Application	Franchise, LLC Stretch Lab	Canada	1939777	2019-01-09		
STRETCH LAB	Word Mark	Registration	Franchise, LLC Stretch Lab	Canada	1817775	2017-01-12	TMA1009696	2018-11-26
STRETCH LAB	Word Mark	Registration	Franchise, LLC Stretch Lab	Australia	1945231	2018-08-01	1945231	2021-02-04
STRETCH LAB	Word Mark	Registration	Franchise, LLC Stretch Lab	Kuwait	201902692	2019-03-25	KW1613860	2021-01-14
STRETCH LAB	Word Mark	Registration	Franchise, LLC Stretch Lab	Qatar	130633	2019-03-25	130633	2020-01-07
STRETCH LAB	Word Mark	Registration	Franchise, LLC Stretch Lab	Saudi Arabia	177837	2019-04-09	1440018621	2019-04-09
STRETCH LAB	Word Mark	Registration	Franchise, LLC Stretch Lab	Brazil	916068897	2018-10-11	916068897	2019-08-20
STRETCH LAB	Word Mark	Registration	Franchise, LLC Stretch Lab	Hong Kong	304684979	2018-09-28	304684979	2018-09-28
STRETCH LAB	Word Mark	Registration	Franchise, LLC Stretch Lab	Malaysia	2018070131	2018-09-28	2018070131	2020-01-14

STRETCH LAB		Word Mark	Registered	Stretch Lab Franchise, LLC Stretch	South Africa	201828309	2018-09-28	201828309	2020-05-11
STRETCH LAB		Word Mark	Application	Franchise, LLC Stretch Lab	Taiwan	107064370	2018-10-04		
STRETCH LAB		Word Mark	Registered	Franchise, LLC Stretch Lab	Japan	2020022178	2020-03-02	6355353	2021-02-24
STRETCH LAB		Word Mark	Registered	Franchise, LLC Stretch Lab	New Zealand	1193690	2021-10-28	1193690	2022-04-29
STRETCH LAB		Word Mark	Registered	Franchise, LLC Stretch Lab	Mexico	2754742	2022-05-25	2463886	2022-10-14
STRETCH LAB		Word Mark	Application	Franchise, LLC Stretch Lab	Mexico	2804716	2022-08-23		
STRETCH LAB		Word Mark	Registered	Franchise, LLC Stretch Lab	Dominican Republic	20196839	2019-02-14	258099	2019-04-30
STRETCH LAB		Word Mark	Registered	Franchise, LLC Stretch Lab	United Arab Emirates	308518	2019-03-25	308518	2019-03-25
STRETCH LAB and Design		Design Mark	Registered	Franchise, LLC Stretch Lab	China	41999975	2019-10-30	41999975	2021-04-14
STRETCH LAB and Design		Design Mark	Registered	Franchise, LLC Stretch Lab	Russian Federation	2019758381	2019-11-15	789829	2020-12-21
STRETCH LAB and Design		Design Mark	Registered	Franchise, LLC Stretch Lab	Japan	2020022179	2020-03-02	6355354	2021-02-24
STRETCH LAB BY XPONENTIAL FITNESS STRETCH LAB FLEXOLOGIST		Word Mark	Registered	Franchise, LLC Stretch Lab	China	41977234	2019-10-30	41977234	2020-07-14
		Word Mark	Application	Franchise, LLC Stretch Lab	Australia	2179746	2021-05-19		

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States of
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REEL: 008028 FRAME: 0148

RECORDED: 03/22/2023