

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796624

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<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 Sec
<b>NAME OF SUBMITTER:</b>	Eugene L. Chang
<b>SIGNATURE:</b>	/elc/
<b>DATE SIGNED:</b>	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 Yoga Six Franchise, LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Grantor"), in favor of Yoga Six 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.

*[Remainder of this page intentionally left blank]*

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.

YOGA SIX FRANCHISE, LLC

DocuSigned by:  
*John Meloun*

By:

58A40CED78E946A...

Name: John Meloun

Title: Chief Financial Officer

YOGA SIX FRANCHISE SPV, LLC

DocuSigned by:  
*John Meloun*

By:

58A40CED78E946A...

Name: John Meloun

Title: Chief Financial Officer














*Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (Yoga Six)*

**Schedule 1**

Trademarks

[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