

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monroe Capital Management Advisors, LLC as Administrative Agent		02/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stride Franchise, LLC		
Street Address:	17877 Von Karman Ave., Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	Xponential Fitness LLC		
Street Address:	17877 Von Karman Ave., Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	CB IP, LLC		
Street Address:	17877 Von Karman Ave., Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	St. Gregory Development Group, LLC		
Street Address:	17877 Von Karman Ave., Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	Row House Franchise, LLC		
Street Address:	17877 Von Karman Ave., Suite 100		
City:	Irvine		

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State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	Stretch Lab Franchise LLC
Street Address:	17877 Von Karman Ave., Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	LB IP, LLC
Street Address:	17877 Von Karman Ave., Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	AKT Franchise, LLC
Street Address:	17877 Von Karman Ave., Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	STG Brand Ambassador Franchising, LLC
Street Address:	17877 Von Karman Ave., Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	Pure Barre, LLC
Street Address:	17877 Von Karman Ave., Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	Club Pilates Franchise, LLC
Street Address:	17877 Von Karman Ave., Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company: CALIFORNIA

Name:	Yoga Six Franchise, LLC
Street Address:	17877 Von Karman Ave., Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	5243102	@ THE LB
Registration Number:	5243101	LB
Registration Number:	5243100	THE LB
Serial Number:	85288947	CYCLE BAR
Serial Number:	85504045	CLUB PILATES
Serial Number:	85504071	
Serial Number:	85641094	YOGA SIX
Serial Number:	85641117	Y6
Serial Number:	85831838	CLUB PILATES
Serial Number:	85861310	P
Serial Number:	85861416	PURE BARRE
Serial Number:	85873922	LIFT · TONE · BURN
Serial Number:	85923833	BREAKING DOWN THE BARRE
Serial Number:	85934189	ROW HOUSE
Serial Number:	86056839	AKT INMOTION
Serial Number:	86213677	AKT
Serial Number:	86305123	P
Serial Number:	86410523	CYCLEBAR
Serial Number:	86413102	CB
Serial Number:	86446326	CB
Serial Number:	86446489	CYCLEBEATS
Serial Number:	86446741	CYCLESTATS
Serial Number:	86446854	CYCLESTAR
Serial Number:	86446949	CYCLETHEATRE
Serial Number:	86447157	CYCLEBAR
Serial Number:	86660848	STRETCH LAB
Serial Number:	86683877	THOSE WHO KNOW ROW
Serial Number:	86693733	STRENGTHEN YOUR SELF
Serial Number:	86693951	YOGA SIX
Serial Number:	86694345	YOGA SIX

Property Type	Number	Word Mark
Serial Number:	86809187	#CYCLEBAR
Serial Number:	87006969	DO PILATES. DO LIFE.
Serial Number:	87008560	
Serial Number:	87008564	DO PILATES. DO LIFE.
Serial Number:	87008581	CLUB PILATES
Serial Number:	87008677	CLUB PILATES
Serial Number:	87009797	CYCLEGIVING
Serial Number:	87010187	DO PILATES. DO LIFE.
Serial Number:	87015270	CLUB PILATES
Serial Number:	87028974	FLEXOLOGIST
Serial Number:	87495383	PURE EMPOWER
Serial Number:	87495392	PURE FOUNDATIONS
Serial Number:	87495405	PURE FOUNDATIONS
Serial Number:	87495411	PURE FOUNDATIONS
Serial Number:	87606570	PURE BARRE ON DEMAND
Serial Number:	87606577	THIS IS OUR TIME.
Serial Number:	87606581	SMALL MOVEMENTS. BIG CHANGE.
Serial Number:	87613131	PURE REFORM
Serial Number:	87625444	ST. GREGORY DEVELOPMENT GROUP
Serial Number:	87627148	FUEHL
Serial Number:	87627157	LIVSTYL
Serial Number:	87822458	SWEAT DREAM
Serial Number:	87822554	HAPPY HOUR
Serial Number:	87822602	CARDIOGRAPHY
Serial Number:	87960573	CLUB PILATES
Serial Number:	87960579	CLUB PILATES ON DEMAND
Serial Number:	87960583	
Serial Number:	87978124	PURE EMPOWER
Serial Number:	88012318	B BAKER EXTRACTS
Serial Number:	88078011	CSC
Serial Number:	88078098	DOSD
Serial Number:	88078138	NOMAD EXTRACTS
Serial Number:	88079082	GENERAL EXTRACTS
Serial Number:	88091522	STG BRANDS
Serial Number:	88116285	CYCLEGIVES
Serial Number:	88118183	STRIDE
Serial Number:	88133429	XPONENTIAL FITNESS
Serial Number:	88133430	FLEXOLOGIST

Property Type	Number	Word Mark
Serial Number:	88133432	ROW HOUSE
Serial Number:	88133435	CYCLEBAR
Serial Number:	88133442	AKT
Serial Number:	88134723	STG BRAND AMBASSADOR
Serial Number:	77458033	PURE BARRE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2128197598

Email: iprecordations@whitecase.com

Correspondent Name: Joanne Haddad/White & Case LLP

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1900829-0002-DF68
NAME OF SUBMITTER:	Joanne Haddad
SIGNATURE:	/Joanne Haddad/
DATE SIGNED:	06/05/2023

Total Attachments: 12

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TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENTS

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENTS (“Termination and Release”) dated as of February 28, 2020, is made by MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent for the Lenders (the “Administrative Agent”) in favor of the Grantors listed on Schedule A hereto (the “Grantors”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Credit Agreement (as defined below) or the applicable Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of October 25, 2018 (as amended by that First Amendment to Second Amended and Restated Credit Agreement and Incremental Term Loan Joinder Agreement dated as of April 18, 2019, that Second Amendment and Waiver to Second Amended and Restated Credit Agreement dated December 20, 2019, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the applicable Grantors executed (i) a Trademark Security Agreement dated as of December 31, 2018, recorded with the United States Patent and Trademark Office on January 18, 2019 at Reel 6529, Frame 0401, (ii) a Trademark Security Agreement dated as of October 25, 2018, recorded with the United States Patent and Trademark Office on October 26, 2018 at Reel 6465, Frame 0748, (iii) a Trademark Security Agreement dated as of September 14, 2018, (iv) a Trademark Security Agreement dated as of July 31, 2018, recorded with the United States Patent and Trademark Office on August 1, 2018 at Reel 6400, Frame 0985, (v) a Trademark Security Agreement dated as of May 29, 2018, recorded with the United States Patent and Trademark Office on June 27, 2018 at Reel 6365, Frame 0098, (vi) a Trademark Security Agreement dated as of March 22, 2018, recorded with the United States Patent and Trademark Office on March 28, 2018 at Reel 6305, Frame 0890, (vii) a Trademark Security Agreement dated as of February 23, 2018, recorded with the United States Patent and Trademark Office on February 27, 2018 at Reel 6279, Frame 0803, (viii) a Trademark Security Agreement dated as of September 29, 2017, recorded with the United States Patent and Trademark Office on December 13, 2017 at Reel 6227, Frame 0519, (ix) a Trademark Security Agreement dated as of September 29, 2017, recorded with the United States Patent and Trademark Office on October 6, 2017 at Reel 6176, Frame 0228, and (x) a Trademark Security Agreement, recorded with the United States Patent and Trademark Office on June 11, 2015 at Reel 5551, Frame 0215 (each, a “Trademark Security Agreement” and collectively, the “Trademark Security Agreements”), pursuant to which such Grantors granted a continuing security interest to the Administrative Agent, for the benefit of the Lenders, in the applicable Trademark Collateral, including certain trademarks and/or trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Administrative Agent now desires to terminate each Trademark Security Agreement and terminate and release its security interest in the applicable Trademark Collateral and reassign any and all rights, title, and interest in the same to the applicable Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates each Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of the applicable Grantors' right, title and interest in and to the applicable Trademark Collateral, including those trademarks set forth on Schedule A.

2. Administrative Agent hereby assigns, grants and conveys to the applicable Grantors, without any representation, warranty, recourse or undertaking by the Administrative Agent, any and all of Administrative Agent's right, title, and interest in and to the applicable Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

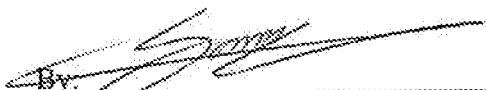
3. The Administrative Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

4. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent







By: _____
Name: Samuel Less
Title: Assistant Vice President



*Signature Page to Termination and Release of
Trademark Security Agreement*

**TRADEMARK
REEL: 008092 FRAME: 0008**

SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT





REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Stride Franchise, LLC	STRIDE	88118183	NA	9/14/2018	Pending
Xponential Fitness LLC	XPONENTIAL FITNESS	88133429	NA	9/26/2018	Pending
CB IP, LLC		88079082	NA	8/15/2018	Pending
CB IP, LLC		88078138	NA	8/14/2018	Pending
CB IP, LLC		88078098	NA	8/14/2018	Pending
CB IP, LLC		88078011	NA	8/14/2018	Pending
CB IP, LLC		88012318	NA	6/23/2018	Pending
CB IP, LLC	CYCLEBAR	88133435	NA	9/26/2018	Pending
CB IP, LLC	CYCLEGIVES	88116285	NA	9/13/2018	Pending
CB IP, LLC	CYCLEBAR	86410523	4738832	9/30/2014	5/19/2015
CB IP, LLC	CYCLEBAR	86447157	4739161	11/6/2014	5/19/2015





Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
CB IP, LLC		86413102	4743218	10/2/2014	5/26/2015
CB IP, LLC		86446326	4743707	11/6/2014	5/26/2015
CB IP, LLC	CYCLEBAR	88133435	NA	9/26/2018	Pending
CB IP, LLC	CYCLEGIVES	88116285	NA	9/13/2018	Pending
CB IP, LLC	LIVSTYL	87627157	NA	9/28/2017	Pending
CB IP, LLC	FUEHL	87627148	NA	9/28/2017	Pending
St. Gregory Development Group, LLC	STG BRANDS	88091522	NA	8/24/2018	Pending
Row House Franchise, LLC	ROW HOUSE	88133432	NA	9/26/2018	Pending
Stretch Lab Franchise	FLEXOLOGIST	88133430	NA	9/26/2018	Pending
LB IP, LLC	@ THE LB	87110313	NA	7/20/2016	Pending
LB IP, LLC	LB	87097254	NA	7/8/2016	Pending
LB IP, LLC	THE LB	87096363	NA	7/7/2016	Pending
AKT Franchise, LLC	AKT	88133442	NA	9/26/2018	Pending
STG Brand Ambassador Franchising, LLC	STG BRAND AMBASSADOR	88134723	NA	9/27/2018	Pending
Pure Barre, LLC	PURE EMPOWER	87978124	NA	6/19/2017	Pending
Pure Barre, LLC	PURE EMPOWER	87495383	NA	6/19/2017	Pending
Pure Barre, LLC	PURE BARRE ON DEMAND	87606570	NA	9/13/2017	Pending
Pure Barre, LLC	PURE FOUNDATIONS	87495392	NA	6/19/2017	Pending
Pure Barre, LLC	PURE REFORM	87613131	NA	9/18/2017	Pending
Pure Barre, LLC	THIS IS OUR TIME.	87606577	NA	9/13/2017	Pending
Pure Barre, LLC	PURE FOUNDATIONS	87495405	5462386	6/19/2017	5/8/2018
Pure Barre, LLC	SMALL MOVEMENTS.	87606581	NA	9/13/2017	Pending

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
	BIG CHANGE.				
Pure Barre, LLC	PURE FOUNDATIONS	87495411	5379539	6/19/2017	1/16/2018
Pure Barre, LLC		86305123	4671314	6/10/2014	1/13/2015
Pure Barre, LLC	BREAKING DOWN THE BARRE	85923833	4451376	5/6/2013	12/17/2013
Pure Barre, LLC	lift • tone • burn	85873922	4608054	3/12/2013	9/23/2014
Pure Barre, LLC	PURE BARRE	85861416	4431632	2/27/2013	11/12/2013
Pure Barre, LLC		85861310	4431630	2/27/2013	11/12/2013
Pure Barre, LLC	PURE BARRE	77458033	3553370	4/25/2008	12/30/2008
Club Pilates Franchise, LLC	CLUB PILATES	87960573	NA	06/13/2018	Pending
Club Pilates Franchise, LLC	CLUB PILATES ON DEMAND	87960579	NA	06/13/2018	Pending
Club Pilates Franchise, LLC		87960583	NA	06/13/2018	Pending
Yoga Six Franchise, LLC		85641094	4320101	06/01/2012	04/16/2013

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Yoga Six Franchise, LLC		85641117	4320102	06/01/2012	04/16/2013
Yoga Six Franchise, LLC	YOGA SIX	86694345	4901700	07/15/2015	02/16/2016
Yoga Six Franchise, LLC	STRENGTHEN YOUR SELF	86693733	5110674	07/15/2015	12/27/2016
Yoga Six Franchise, LLC	 YOGA SIX	86693951	5205451	07/15/2015	07/19/2016
LB IP, LLC	@ THE LB	NA	5243102	NA	7/11/2017
LB IP, LLC		NA	5243101	NA	7/11/2017
LB IP, LLC	THE LB	NA	5243100	NA	7/11/2017
LB IP, LLC	THE LB	87096363	NA	7/7/2016	NA
LB IP, LLC	@ THE LB	87110313	NA	7/20/2016	NA
LB IP, LLC		87097254	NA	7/8/2016	NA
AKT Franchise, LLC	AKT	86213677	4,973,633	03/06/2014	06/07/2016
AKT Franchise, LLC	AKT inMotion	86056839	4,583,113	09/05/2013	08/12/2014
AKT Franchise, LLC	Happy Hour	87822554	NA	03/06/2018	Pending
AKT Franchise, LLC	Cardiography	87822602	NA	03/06/2018	Pending
AKT Franchise,	Sweat Dream	87822458	NA	03/06/2018	Pending

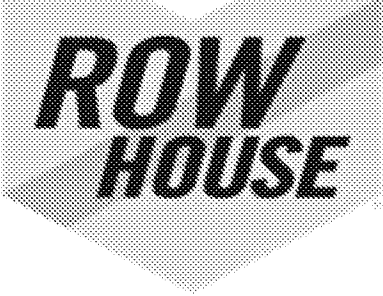
Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
LLC					
Row House Franchise, LLC	THOSE WHO KNOW ROW	86683877	4939334	07/06/2015	4/19/2016
Row House Franchise, LLC	ROW HOUSE	85934189	4540112	05/16/2013	05/27/2014
Stretch Lab Franchise, LLC	FLEXOLOGIST	87,028,974	5312544	01/30/2017	10/17/2017
Stretch Lab Franchise, LLC	STRETCHLAB	86,660,848	5177075	06/12/2015	04/04/2017
CB IP, LLC	CYCLE BAR	85288947	4049076	4/7/2011	11/1/2011
CB IP, LLC	CYCLEBAR	86410523	4738832	9/30/2014	5/19/2015
CB IP, LLC	CYCLEBAR	86447157	4739161	11/6/2014	5/19/2015
CB IP, LLC		86413102	4743218	10/2/2014	5/26/2015
CB IP, LLC		86446326	4743707	11/6/2014	5/26/2015
CB IP, LLC	CYCLESTAR	86446854	4830243	11/6/2014	10/13/2015
CB IP, LLC	CYCLEBEATS	86446489	5070905	11/6/2014	11/1/2016
CB IP, LLC	CYCLEGIVING	87009797	5090880	4/21/2016	11/29/2016
CB IP, LLC	#CYCLEBAR	86809187	5111052	11/4/2015	12/27/2016
CB IP, LLC	CYCLESTATS	86446741	4709859	11/6/2014	3/24/2015
CB IP, LLC	CYCLETHEATRE	86446949	4709860	11/6/2014	3/24/2015
Club Pilates Franchise, LLC	CLUB PILATES	85504045	4255517	12/27/2011	12/4/2012
Club Pilates Franchise, LLC		85504071	4190273	12/27/2011	8/14/2012
Club Pilates Franchise, LLC		85831838	4406173	1/24/2013	9/24/2013

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Club Pilates Franchise, LLC		87008560	5090777	4/20/2016	11/29/2016
Club Pilates Franchise, LLC	Do Pilates. Do Life.	87006969	NA	4/20/2016	NA
Club Pilates Franchise, LLC	DO PILATES. DO LIFE.	87008564	NA	4/20/2016	NA
Club Pilates Franchise, LLC	DO PILATES. DO LIFE.	87010187	NA	4/22/2016	NA
Club Pilates Franchise, LLC	CLUB PILATES	87015270	NA	4/26/2016	NA
Club Pilates Franchise, LLC	 CLUB PILATES	87008581	NA	4/20/2016	NA
Club Pilates Franchise, LLC	CLUB  PILATES	87008677	NA	4/21/2016	NA
St. Gregory Development Group, LLC	ST. GREGORY DEVELOPMENT GROUP	87625444	NA	9/27/2017	NA
CB IP, LLC	ROCK YOUR RIDE	NA	NA	NA	NA
CB IP, LLC	OWN LUXURY™	NA	NA	NA	NA
CB IP, LLC	PREMIUM INDOOR CYCLING	NA	NA	NA	NA
CB IP, LLC	 (CYCLEGIVING)	NA	NA	NA	NA

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
CB IP, LLC	 (CYCLESTAR INSTRUCTOR)	NA	NA	NA	NA
CB IP, LLC	 (CYCLEBEATS)	NA	NA	NA	NA
CB IP, LLC	 (CYCLETHEATRE)	NA	NA	NA	NA
CB IP, LLC	 (CYCLESTATS)	NA	NA	NA	NA

Common Law Trademarks:

Owner	Trademark
Yoga Six Franchise, LLC	Y6SCULPT
AKT Franchise, LLC	AKTRANSFORM

Owner	Trademark
AKT Franchise, LLC	AKTWEEN
AKT Franchise, LLC	AKTEASE
AKT Franchise, LLC	AKT ONE NIGHT STAND
AKT Franchise, LLC	AKT MIXER
AKT Franchise, LLC	AKT S&M (SWEAT & MIRRORS)
AKT Franchise, LLC	AKT 4 PLAY
AKT Franchise, LLC	AKTONE
AKT Franchise, LLC	AKTV
AKT Franchise, LLC	AKTREAD
AKT Franchise, LLC	Sweatmail
Row House Franchise, LLC	
Row House Franchise, LLC	RH Full Body
Row House Franchise, LLC	RH HIIT
Row House Franchise, LLC	RH Sculpt

Owner	Trademark
Row House Franchise, LLC	RH Restore
Row House Franchise, LLC	RH Competition
Row House Franchise, LLC	RH LAUNCH
Row House Franchise, LLC	RH Tune-Up