

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809827

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900759639		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Club Pilates Franchise, LLC		03/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Club Pilates 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: 15			
Property Type	Number	Word Mark	
Registration Number:	5090777		
Registration Number:	4255517	CLUB PILATES	
Registration Number:	5304311	CLUB PILATES	
Registration Number:	5701542	CLUB PILATES	
Registration Number:	5320155	CLUB PILATES	
Registration Number:	4406173	CLUB PILATES	
Registration Number:	5320156	CLUB PILATES	
Registration Number:	5674452	CLUB PILATES ON DEMAND	
Registration Number:	5674453		
Registration Number:	5337925	DO PILATES. DO LIFE.	
Registration Number:	5337929	DO PILATES. DO LIFE.	
Registration Number:	5337927	DO PILATES. DO LIFE.	
Registration Number:	5780902	EVERYBODY NEEDS PILATES	
Registration Number:	6555800	IT COMES FROM CLUB PILATES	
Registration Number:	6563404	IT COMES FROM THE CORE	
CORRESPONDENCE DATA			

Fax Number: 2127288111

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: 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 CLUB PILATES
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NAME OF SUBMITTER:	Eugene L. Chang
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SIGNATURE:	/Eugene Chang/
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DATE SIGNED:	05/11/2023
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Total Attachments: 5

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN COPYRIGHTS

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN COPYRIGHTS (the "Notice") is made and entered into as of March 13, 2023, by Club Pilates Franchise, LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Grantor"), in favor of Club Pilates 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. copyright registrations included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Copyrights"); 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 Copyrights, 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 "Copyright 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 Copyright Office (the "USCO") to confirm, evidence and perfect the security interest in the Copyright Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Copyrights pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Copyrights 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 Copyright Collateral, now owned or hereafter acquired by Grantor.

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 Copyright 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 Copyright Collateral for the benefit of the Secured Party, and Grantor hereby requests the USCO 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 Copyright 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 COPYRIGHTS to be duly executed and delivered as of the date first written above.

CLUB PILATES FRANCHISE, LLC

DocuSigned by:

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

CLUB PILATES FRANCHISE SPV, LLC

DocuSigned by:

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

Schedule 1

[Attached]

Copyrights

Club Pilates

Work Name	Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
Ancillary Guide Teacher Training Manual: Functional Standing Movement, TRX & Trigger Point Special Populations: Teacher Training Manual and 5 Other Unpublished Works.	Copyright	Registered	Club Pilates Franchise, LLC	United States of America	TXu002177962	2019-12-27	TXu002177962	2019-12-27
	Copyright	Registered	Club Pilates Franchise, LLC	United States of America	TXu002182495	2019-12-27	TXu002182495	2019-12-27

TRADEMARK

REEL: 008111 FRAME: 0763

RECORDED: 03/22/2023