

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CP IP, LLC		09/29/2017	Limited Liability Company: OHIO
CLUB PILATES FRANCHISE, LLC		09/29/2017	Limited Liability Company: DELAWARE
ST. GREGORY DEVELOPMENT GROUP, LLC		09/29/2017	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS LLC
Street Address:	311 SOUTH WACKER DRIVE
Internal Address:	64TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4049076	CYCLE BAR
Registration Number:	4738832	CYCLEBAR
Registration Number:	4739161	CYCLEBAR
Registration Number:	4743218	CB
Registration Number:	4743707	CB
Registration Number:	4830243	CYCLESTAR
Registration Number:	5070905	CYCLEBEATS
Registration Number:	5090880	CYCLEGIVING
Registration Number:	5111052	#CYCLEBAR
Registration Number:	4709859	CYCLESTATS
Registration Number:	4709860	CYCLETHEATRE
Registration Number:	4255517	CLUB PILATES
Registration Number:	4190273	
Registration Number:	4406173	CLUB PILATES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5090777	
Serial Number:	87006969	DO PILATES. DO LIFE.
Serial Number:	87008564	DO PILATES. DO LIFE.
Serial Number:	87010187	DO PILATES. DO LIFE.
Serial Number:	87015270	CLUB PILATES
Serial Number:	87008581	CLUB PILATES
Serial Number:	87008677	CLUB PILATES
Serial Number:	87625444	ST. GREGORY DEVELOPMENT GROUP

CORRESPONDENCE DATA

Fax Number: 2165790212
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: 216.586.7021
Email: dpuljic@jonesday.com
Correspondent Name: DANIEL PULJIC / JONES DAY
Address Line 1: 901 LAKESIDE AVENUE
Address Line 2: NORTH POINT
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	035613-600022
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	10/06/2017

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned (each, a "Grantor") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of September 29, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and

(2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are

more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9 102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflicts-of-law principles.

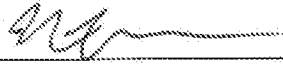
[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

H&W FRANCHISE INTERMEDIATE HOLDINGS LLC,


as a Grantor

By: H&W Franchise Holdings LLC, its sole member

By: 
Name: Megan Moen
Title: Executive Vice President of Finance

XPONENTIAL FITNESS LLC,

a Delaware limited liability company,
as a Grantor

By: 
Name: Megan Moen
Title: Executive Vice President of Finance

ST. GREGORY HOLDCO, LLC,

a Delaware limited liability company,
as a Grantor

By: _____
Name: James Jagers
Title: President

[Signature page to Trademark Security Agreement]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

H&W FRANCHISE INTERMEDIATE HOLDINGS LLC,

as a Grantor

By: H&W Franchise Holdings LLC, its sole member

By: _____

Name: Megan Moen

Title: Executive Vice President of Finance

XPONENTIAL FITNESS LLC,

a Delaware limited liability company,

as a Grantor

By: _____

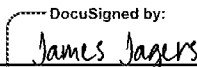
Name: Megan Moen

Title: Executive Vice President of Finance

ST. GREGORY HOLDCO, LLC,

a Delaware limited liability company,

as a Grantor

By:  _____

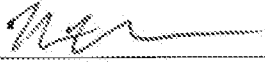
Name: James Jagers

Title: President

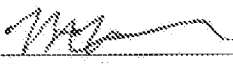
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H&W FRANCHISE HOLDINGS LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Megan Moen
Title: Executive Vice President of Finance

CLUB PILATES FRANCHISE, LLC
a Delaware limited liability company,
as a Grantor

By: 
Name: Megan Moen
Title: Executive Vice President of Finance

PILATES LICENSING, LLC
a Delaware limited liability company,
as a Grantor

By: 
Name: Megan Moen
Title: Executive Vice President of Finance

CYCLEBAR HOLDCO, LLC
a Delaware limited liability company,
as a Grantor

By: _____
Name: James Jagers
Title: President

CYCLEBAR FRANCHISING, LLC
an Ohio limited liability company,
as a Grantor

By: _____
Name: James Jagers
Title: Managing Member

[Signature page to Trademark Security Agreement]

H&W FRANCHISE HOLDINGS LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Megan Moen
Title: Executive Vice President of Finance

CLUB PILATES FRANCHISE, LLC
a Delaware limited liability company,
as a Grantor

By: _____
Name: Megan Moen
Title: Executive Vice President of Finance

PILATES LICENSING, LLC
a Delaware limited liability company,
as a Grantor

By: _____
Name: Megan Moen
Title: Executive Vice President of Finance

CYCLEBAR HOLDCO, LLC
a Delaware limited liability company,
as a Grantor

By: DocuSigned by:
James Jagers _____
Name: James Jagers
Title: President

CYCLEBAR FRANCHISING, LLC
an Ohio limited liability company,
as a Grantor

By: DocuSigned by:
James Jagers _____
Name: James Jagers
Title: Managing Member

CYCLEBAR WORLDWIDE INC.

an Ohio corporation,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Vice President

CYCLEBAR INTERNATIONAL INC.

an Ohio corporation,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: President

CB IP, LLC

an Ohio limited liability company,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Managing Member

FC JV, LLC

an Ohio limited liability company,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Chief Operations Officer

**ST. GREGORY DEVELOPMENT GROUP,
LLC**

an Ohio limited liability company,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Chief Operations Officer

FF&E PROCUREMENT COMPANY OF AMERICA, LLC

an Ohio limited liability company,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Chief Operations Officer

J3T LOGISTICS, LLC

an Ohio limited liability company,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Chief Operations Officer

REMOP SERVICES, LLC

an Ohio limited liability company,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Chief Operations Officer

LB HYDE PARK, LLC

an Ohio limited liability company,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Chief Operations Officer

COWORKING CINCINNATI, LLC

an Ohio limited liability company,
as a Grantor

DocuSigned by:
By: James Jagers
Name: James Jagers
Title: Chief Operations Officer

MODULAR OFFICE COMPANY OF AMERICA, LLC

an Ohio limited liability company,
as a Grantor

DocuSigned by:

By: James Jagers
Name: James Jagers
Title: Chief Operations Officer

CYCLEBAR CANADA FRANCHISING, ULC

a British Columbia corporation,
as a Grantor

DocuSigned by:

By: James Jagers
Name: James Jagers
Title: Vice President

Acknowledged:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent

By: 

Name: Kyle Asher



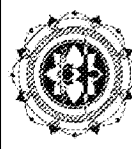

Title: Director

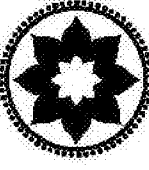

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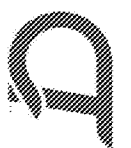
TRADEMARK
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SCHEDULE 1

Trademark Collateral

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date	Jurisdiction
CB IP, LLC	CYCLE BAR	85288947	4/7/2011	4,049,076	11/1/2011	United States of America
CB IP, LLC	CYCLEBAR	86410523	9/30/2014	4,738,832	5/19/2015	United States of America
CB IP, LLC	CYCLEBAR	86447157	11/6/2014	4,739,161	5/19/2015	United States of America
CB IP, LLC		86413102	10/2/2014	4,743,218	5/26/2015	United States of America
CB IP, LLC		86446326	11/6/2014	4,743,707	5/26/2015	United States of America
CB IP, LLC	CYCLESTAR	86446854	11/6/2014	4,830,243	10/13/2015	United States of America
CB IP, LLC	CYCLEBEATS	86446489	11/6/2014	5,070,905	11/1/2016	United States of America
CB IP, LLC	CYCLEGIVING	87009797	4/21/2016	5,090,880	11/29/2016	United States of America
CB IP, LLC	#CYCLEBAR	86809187	11/4/2015	5,111,052	12/27/2016	United States of America
CB IP, LLC	CYCLESTATS	86446741	11/6/2014	4,709,859	3/24/2015	United States of America
CB IP, LLC	CYCLETHEATRE	86446949	11/6/2014	4,709,860	3/24/2015	United States of America
Club Pilates Franchise, LLC	CLUB PILATES	85504045	12/27/2011	4255517	12/4/2012	United States of America
Club Pilates Franchise, LLC		85504071	12/27/2011	4190273	8/14/2012	United States of America
Club Pilates Franchise, LLC		85831838	1/24/2013	4406173	9/24/2013	United States of America

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date	Jurisdiction
Club Pilates Franchise, LLC		87308560 . 87006969	4/20/2016	5090777	11/29/2016	United States of America
Club Pilates Franchise, LLC	Do Pilates. Do Life.	87008564	4/20/2016	N/A	N/A	United States of America
Club Pilates Franchise, LLC	DO PILATES. DO LIFE.	87010187	4/20/2016	N/A	N/A	United States of America
Club Pilates Franchise, LLC	DO PILATES. DO LIFE.	87015270	4/22/2016	N/A	N/A	United States of America
Club Pilates Franchise, LLC	CLUB PILATES	87008581	4/26/2016	N/A	N/A	United States of America
Club Pilates Franchise, LLC	 CLUB PILATES	87008677	4/20/2016	N/A	N/A	United States of America
St. Gregory Development Group, LLC	ST. GREGORY DEVELOPMENT GROUP	87625444	4/21/2016	N/A	N/A	United States of America
CB IP, LLC	ROCK YOUR RIDE	N/A	9/27/2017	N/A	N/A	United States of America
CB IP, LLC	OWN LUXURY	N/A	N/A	N/A	N/A	N/A
CB IP, LLC	PREMIUM INDOOR CYCLING	N/A	N/A	N/A	N/A	N/A

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date	Jurisdiction
CB IP, LLC	 (CYCLEGIVING)	N/A	N/A	N/A	N/A	N/A
CB IP, LLC	 (CYCLESTAR INSTRUCTOR)	N/A	N/A	N/A	N/A	N/A
CB IP, LLC	 (CYCLEBEATS)	N/A	N/A	N/A	N/A	N/A
CB IP, LLC	 (CYCLETHEATRE)	N/A	N/A	N/A	N/A	N/A

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date	Jurisdiction
CB IP, LLC		N/A	N/A	N/A	N/A	N/A

TRADEMARK

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RECORDED: 10/06/2017

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