

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CycleBar Franchising, LLC		03/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CycleBar Franchising 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: 10			
Property Type	Number	Word Mark	
Registration Number:	5111052	#CYCLEBAR	
Registration Number:	4743707	CB	
Registration Number:	4743218	CB	
Registration Number:	4738832	CYCLEBAR	
Registration Number:	4739161	CYCLEBAR	
Registration Number:	5733930	CYCLEBAR	
Registration Number:	5070905	CYCLEBEATS	
Registration Number:	5090880	CYCLEGIVING	
Registration Number:	4709859	CYCLESTATS	
Registration Number:	4709860	CYCLETHEATRE	
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		

CH \$265.00 5111052

Address Line 2: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 128650.00002 CycleBar Sec

NAME OF SUBMITTER: Eugene L. Chang

SIGNATURE: /elc/

DATE SIGNED: 03/22/2023

Total Attachments: 10

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

CYCLEBAR FRANCHISING, LLC

DocuSigned by:
John Meloun
58A40CED78E946A...

By: _____
Name: John Meloun
Title: Chief Financial Officer

CYCLEBAR FRANCHISING SPV, LLC

DocuSigned by:
John Meloun
58A40CED78E946A...

By: _____
Name: John Meloun
Title: Chief Financial Officer

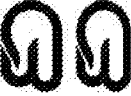








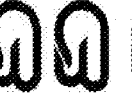




Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (CycleBar)

















Schedule 1

Trademarks

[Attached]

Trademarks
CycleBar

Mark Name	Mark Image	Mark Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
#CYCLEBAR		Word Mark	Registered	Cyclebar Franchising, LLC	United States of America	86809187	2015-11-04	5111052	2016-12-27
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	United States of America	86446326	2014-11-06	4743707	2015-05-26
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	United States of America	86413102	2014-10-02	4743218	2015-05-26
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Canada	1741054	2015-08-10	TMA979553	2017-08-29
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	International	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Australia	1333946	2016-10-28	1830611	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Bahrain	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	China	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Colombia	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Cuba	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Egypt	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	European Union	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	India	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Ireland (Republic of)	1333946	2016-10-28	1333946	2016-10-28

CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Israel	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Japan	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Korea, Republic of (KR)	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Mexico	1333946	2016-10-28	1883099	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	New Zealand	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Norway	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Oman	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Russian Federation	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Singapore	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Switzerland	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Turkey	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Ukraine	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Vietnam	1333946	2016-10-28	1333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	United Kingdom	UK00003220556	2017-03-23	UK00003220556	2017-06-09
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	United Kingdom	1333946	2016-10-28	UK00801333946	2016-10-28
CB and Design		Design Mark	Registered	Cyclebar Franchising, LLC	Canada	1741053	2015-08-10	TMA979543	2017-08-29

CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	United States of America	86410523	2014-09-30	4738832	2015-05-19
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	United States of America	86447157	2014-11-06	4739161	2015-05-19
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	United States of America	88133435	2018-09-26	5733930	2019-04-23
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Canada	1741051	2015-08-10	TMA980166	2017-09-07
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Saudi Arabia	181525	2019-04-23	1440021141	2019-07-31
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Brazil	916069206	2018-10-11	916069206	2019-08-20
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Dominican Republic	201943946	2019-10-30	264928	2020-01-14
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Hong Kong	304685004	2018-09-28	304685004	2018-09-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Malaysia	2018070141	2018-09-28	2018070141	2019-09-26
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	South Africa	201828314	2018-09-28	201828314	2018-09-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Taiwan	107064374	2018-10-04	01987803	2019-05-16
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	International	1437848	2018-11-01	1437848	2018-11-01
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Indonesia Korea, Republic of (KR)	1437848	2018-11-01	1437848	2018-11-01
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Singapore	1437848	2018-11-01	1437848	2018-11-01
CYCLEBAR	Word Mark	Application	Cyclebar Franchising, LLC	Thailand	1437848	2018-11-01		

CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	United Kingdom	1437848	2018-11-01	1437848	2018-11-01
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	International	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Australia	1328205	2016-10-28	1820015	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Bahrain	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	China	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Colombia	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Cuba	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Egypt	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	European Union	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	India	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Ireland (Republic of)	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR	Word Mark	Registered	Cyclebar Franchising, LLC	Israel	1328205	2016-10-28	1328205	2016-10-28
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CYCLEBAR		Registered	Cyclebar Franchising, LLC	Norway	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR		Registered	Cyclebar Franchising, LLC	Oman	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR		Registered	Cyclebar Franchising, LLC	Russian Federation	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR		Registered	Cyclebar Franchising, LLC	Singapore	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR		Registered	Cyclebar Franchising, LLC	Switzerland	1328205	2016-10-28	1328205	2016-10-28
CYCLEBAR		Registered	Cyclebar Franchising, LLC	Turkey	1328205	2016-10-28	1328205	2016-10-28
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CYCLEBAR and Design		Registered	Cyclebar Franchising, LLC	Kuwait	2021000776	2021-01-26	KW1626904	2022-02-15
CYCLEBEATS		Registered	Cyclebar Franchising, LLC	United States of America	86446489	2014-11-06	5070905	2016-11-01

CYCLEBEATS	Word Mark	Registered	Cyclebar Franchising, LLC	Canada United States of America	1748027	2015-09-28	TMA983241	2017-10-19
CYCLEGIVING	Word Mark	Registered	Cyclebar Franchising, LLC	United States of America	87009797	2016-04-21	5090880	2016-11-29
CYCLESTATS	Word Mark	Registered	Cyclebar Franchising, LLC	States of America United States of America	86446741	2014-11-06	4709859	2015-03-24
CYCLETHEATRE	Word Mark	Registered	Cyclebar Franchising, LLC	United States of America	86446949	2014-11-06	4709860	2015-03-24
CYCLETHEATRE	Word Mark	Registered	Cyclebar Franchising, LLC	Canada	1755188	2015-11-17	TMA979555	2017-08-29

TRADEMARK

REEL: 008028 FRAME: 0012

RECORDED: 03/22/2023