

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PB Franchising SPV, LLC		03/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5613749	PURE EMPOWER	
Registration Number:	6502523	PURE REFORM	
Registration Number:	5462386	PURE FOUNDATIONS	
Registration Number:	5379539	PURE FOUNDATIONS	
Registration Number:	4671315	PACIFIC GOLD	
Registration Number:	4451376	BREAKING DOWN THE BARRE	
Registration Number:	4608054	LIFT · TONE · BURN	
Registration Number:	4431632	PURE BARRE	
Registration Number:	4431630	P	
Registration Number:	3553370	PURE BARRE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	morgan.roth@kslaw.com		
Correspondent Name:	Morgan Roth		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	Suite 1600		

OP \$265.00 5613749

Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	27422.515006
NAME OF SUBMITTER:	Morgan Roth
SIGNATURE:	/s/ Morgan Roth
DATE SIGNED:	04/12/2023
Total Attachments: 4 source=XPO - IPSA -Trademarks (PB Franchising SPV_ LLC) [Executed]#page1.tif source=XPO - IPSA -Trademarks (PB Franchising SPV_ LLC) [Executed]#page2.tif source=XPO - IPSA -Trademarks (PB Franchising SPV_ LLC) [Executed]#page3.tif source=XPO - IPSA -Trademarks (PB Franchising SPV_ LLC) [Executed]#page4.tif	

NOTICE OF GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, PB Franchising SPV, LLC (the "Grantor") holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Joinder Agreement, dated as of March 13, 2023, to the Pledge and Security Agreement, dated April 19, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Wilmington Trust, National Association, as the Collateral Agent for itself and certain other Secured Parties (as described in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, as collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in the Security Agreement), the Grantor has granted to the Grantee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in the Trademarks (excluding, for the avoidance of doubt, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), together with the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof (the "Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in the Trademark Collateral.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Upon the termination of the Security Agreement in accordance with its terms, the Grantee shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing its security interest in the Trademark Collateral. THIS NOTICE OF GRANT OF A SECURITY INTEREST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest to be duly executed by its officer thereunto duly authorized as of March 13, 2023.

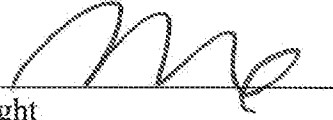
PB FRANCHISING SPV, LLC, as Grantor

By:  58A40CED78E946A



Name: John Meloun
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent and
Collateral Agent

By: _____
Name: Teisha Wright
Title: Vice President



SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
PB Franchising SPV, LLC	PURE EMPOWER	87978124	5613749	6/19/2017	11/20/2018
PB Franchising SPV, LLC	PURE REFORM	87613131	6502523	9/18/2017	9/28/2021
PB Franchising SPV, LLC	PURE FOUNDATIONS	87495405	5462386	6/19/2017	5/8/2018
PB Franchising SPV, LLC	PURE FOUNDATIONS	87495411	5379539	6/19/2017	1/16/2018
PB Franchising SPV, LLC		86305123	4671314	6/10/2014	1/13/2015
PB Franchising SPV, LLC	BREAKING DOWN THE BARRE	85923833	4451376	5/6/2013	12/17/2013
PB Franchising SPV, LLC	lift • tone • burn	85873922	4608054	3/12/2013	9/23/2014
PB Franchising SPV, LLC	PURE BARRE	85861416	4431632	2/27/2013	11/12/2013
PB Franchising SPV, LLC		85861310	4431630	2/27/2013	11/12/2013
PB Franchising SPV, LLC	PURE BARRE	77458033	3553370	4/25/2008	12/30/2008