TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Equinox Holdings, Inc.		02/01/2013	CORPORATION: DELAWARE
SoulCycle, LLC		02/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103-1399
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Registration Number:	4210040	EQUINOX
Registration Number:	4166449	EQUINOX
Registration Number:	4158850	FIGURE 4
Registration Number:	4149429	Q BY EQUINOX
Registration Number:	4151779	MERCER AND TAYLOR
Registration Number:	4129391	MAVOR DEUCE
Registration Number:	4109772	O
Registration Number:	4098147	DE RIGUEUR PROVISIONS
Registration Number:	4086586	EQUISSAGE
Registration Number:	3153005	IT'S NOT FITNESS IT'S LIFE
Registration Number:	4051276	MY BODY. MY BIOGRAPHY.
Registration Number:	4173317	EQUINOX
Registration Number:	4169576	EQUINOX

CH $2090.00 4210040

Registration Number:	3667203	EQUINOX
Registration Number:	4038763	EQUINOX
Registration Number:	3557077	E
Registration Number:	3675131	FITNESS LIFESTYLE BY EQUINOX
Registration Number:	3581938	FITNESS LIFESTYLE
Registration Number:	3558860	MYEQ
Registration Number:	3467312	EQUIFIT
Registration Number:	3381293	E
Registration Number:	3542543	EQUINOX
Registration Number:	3388156	EQUINOX ACADEMY
Registration Number:	3372664	EFTI
Registration Number:	3384480	IT'S NOT FITNESS. IT'S LIFE.
Registration Number:	3377795	EQUINOX
Registration Number:	3909648	EQUINOX
Registration Number:	3372602	EQUINEWS
Registration Number:	3334227	CHAOS TRAINING
Registration Number:	2900890	BUFFPEDICURE
Registration Number:	2592467	BUFFSPA
Registration Number:	3118571	EQUINOX
Registration Number:	1796108	EQUINOX
Registration Number:	1903842	EQUINOX
Registration Number:	2074971	EQUINOX
Registration Number:	3152418	EQUINOX ENERGY WEAR E
Registration Number:	2090336	EQUINOX
Registration Number:	3152417	EQUINOX LOGO
Registration Number:	3722700	EQUINOX
Registration Number:	1900162	EQUINOX
Registration Number:	1246474	EQUINOX
Registration Number:	4176402	SOULWATER
Registration Number:	4218194	SOULCYCLE
Registration Number:	3844347	
Registration Number:	3844345	SOULCYCLE
Registration Number:	3824906	SOULCYCLE
Registration Number:	3824897	
Registration Number:	3824896	SOULCYCLE

	3824895	
Registration Number:	3650759	
Registration Number:	3647325	MINDBODYCARDIO
Registration Number:	3264026	SOULCYCLE
Registration Number:	2496683	SOUL WATER
Serial Number:	85533078	EQUINOX
Serial Number:	85791126	E
Serial Number:	85696227	EQUITEX
Serial Number:	85373866	IT'S NOT FITNESS. IT'S LIFE.
Serial Number:	85170327	IT'S NOT FITNESS. IT'S LIFE.
Serial Number:	85041813	EQUINOX
Serial Number:	85533118	JUICE BOX
Serial Number:	85747216	EQUINOX
Serial Number:	85747210	EQUINOX
Serial Number:	85232068	EQUINOX
Serial Number:	77189292	EQUINOX
Serial Number:	77189903	EQUINOX
Serial Number:	77189884	EQUINOX
Serial Number:	77187555	EQUINOX
Serial Number:	77187659	PURE EQUINOX
Serial Number:	85378863	
Serial Number:	85378857	SOULCYCLE
Serial Number:	85788260	SEE YOU ON A BIKE
Serial Number:	85173467	
Serial Number:	85748957	SOULSURVIVOR
Serial Number:	85748947	SOULTEEN
Serial Number:	85748932	SOULBANDS
Serial Number:	85378869	
Serial Number:	85378864	SOULCYCLE
Serial Number:	85378848	
Serial Number:	85378841	SOULCYCLE
Serial Number:	77896201	
Serial Number:	77996205	
Serial Number:	77896078	SOULCYCLE
Registration Number:	3542542	EQUINOX

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	619723
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/22/2013

Total Attachments: 14

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Execution Version

Trademark Security Agreement (First Lien)

Trademark Security Agreement, dated as of February 1, 2013, by EQUINOX HOLDINGS, INC., a Delaware corporation, and SOULCYCLE, LLC, a Delaware limited liability company (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the First Lien Credit Agreement (in such capacity, the "First Lien Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a First Priority Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the First Lien Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Pledgors hereby agree with the First Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the First Lien Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the First Lien Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (A) contingent obligations not then due and payable and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements) and termination of the Security Agreement, the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

TRADEMARK
REEL: 005011 FRAME: 0258

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EQUINOX HOLDINGS, INC.

By: Paul J Tizik
Name: Paul Tizik
Title: Vice President Finance

SOULCYCLE, LLC

By: Paul J Tizik
Name: Paul Tizik
Title: Vice President Finance

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as First Lien Collateral Agent

By: Liliana Claar

Name: Liliana Claar
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Equinox Holdings, Inc.	EQUINOX	85561342	03/06/2012	4210040	09/18/2012
2.	Equinox Holdings, Inc.	EQUINOX & Design	85146865	10/06/2010	4166449	07/03/2012
3.	Equinox Holdings, Inc.	FIGURE 4	85280196	03/29/2011	4158850	06/12/2012
4.	Equinox Holdings, Inc.	Q BY EQUINOX	85424681	09/16/2011	4149429	05/29/2012
5.	Equinox Holdings, Inc.	MERCER AND TAYLOR	85421603	09/13/2011	4151779	05/29/2012
6.	Equinox Holdings, Inc.	MAVOR DEUCE	85160146	10/25/2010	4129391	04/17/2012
7.	Equinox Holdings, Inc.	O Design	85160231	10/25/2010	4109772	03/06/2012
8.	Equinox Holdings, Inc.	DE RIGUEUR PROVISIONS	85232469	02/02/2011	4098147	02/14/2012
9.	Equinox Holdings, Inc.	EQUISSAGE (Stylized) Equissage	85212003	01/06/2011	4086586	01/17/2012
10.	Equinox Holdings, Inc.	IT'S NOT FITNESS IT'S LIFE	78580444	03/04/2005	3153005	10/10/2006
11.	Equinox Holdings, Inc.	MY BODY. MY BIOGRAPHY.	77905809	01/06/2010	4051276	11/08/2011
12.	Equinox Holdings, Inc.	EQUINOX	77207988	06/16/2007	4173317	07/17/2012

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
13.	Equinox Holdings, Inc.	EQUINOX & Design	77207987	06/16/2007	4169576	07/10/2012
14.	Equinox Holdings, Inc.	EQUINOX	77202687	06/11/2007	3667203	08/11/2009
15.	Equinox Holdings, Inc.	EQUINOX	77186607	05/21/2007	4038763	10/11/2011
16.	Equinox Holdings, Inc.	E (Stylized)	77480522	05/21/2008	3557077	01/06/2009
17.	Equinox Holdings, Inc.	FITNESS LIFESTYLE BY EQUINOX	77429068	03/23/2008	3675131	09/01/2009
18.	Equinox Holdings, Inc.	FITNESS LIFESTYLE	77429065	03/23/2008	3581938	02/24/2009
19.	Equinox Holdings, Inc.	MYEQ	77415015	03/06/2008	3558860	01/06/2009
20.	Equinox Holdings, Inc.	EQUIFIT	77337318	11/27/2007	3467312	07/15/2008
21.	Equinox Holdings, Inc.	E (Stylized)	77207994	06/16/2007	3381293	02/12/2008
22.	Equinox Holdings, Inc.	EQUINOX	77207991	06/16/2007	3542543	12/09/2008
23.	Equinox Holdings, Inc.	EQUINOX & Design	77207990	06/16/2007	3542542	12/09/2008
24.	Equinox Holdings, Inc.	EQUINOX ACADEMY	77202928	06/11/2007	3388156	02/26/2008
25.	Equinox Holdings, Inc.	EFTI	77198344	06/05/2007	3372664	01/22/2008
26.	Equinox Holdings, Inc.	IT'S NOT FITNESS. IT'S LIFE.	77193056	05/30/2007	3384480	02/19/2008

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
27.	Equinox Holdings, Inc.	EQUINOX & Design	77192750	05/30/2007	3377795	02/05/2008
28.	Equinox Holdings, Inc.	EQUINOX & Design	77192715	05/30/2007	3909648	01/25/2011
29.	Equinox Holdings, Inc.	EQUINEWS	77189806	05/24/2007	3372602	01/22/2008
30.	Equinox Holdings, Inc.	CHAOS TRAINING (Stylized) Chaos Training	77121547	03/02/2007	3334227	11/13/2007
31.	Equinox Holdings, Inc.	BUFFPEDICURE	76121173	09/01/2000	2900890	11/02/2004
32.	Equinox Holdings, Inc.	BUFFSPA	75982100	09/01/2000	2592467	07/09/2002
33.	Equinox Holdings, Inc.	EQUINOX	75104519	05/15/1996	3118571	07/25/2006
34.	Equinox Holdings, Inc.	EQUINOX	74197463	08/23/1991	1796108	09/28/1993
35.	Equinox Holdings, Inc.	EQUINOX	74802244	09/15/1992	1903842	07/04/1995
36.	Equinox Holdings, Inc.	EQUINOX & Design	74715627	08/15/1995	2074971	07/01/1997
37.	Equinox Holdings, Inc.	EQUINOX ENERGY WEAR E & Design	74682482	05/31/1995	3152418	10/10/2006
38.	Equinox Holdings, Inc.	EQUINOX	74626706	01/27/1995	2090336	08/26/1997

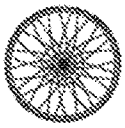
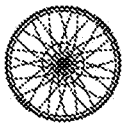
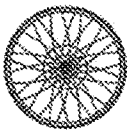
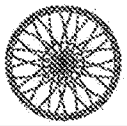
	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
39.	Equinox Holdings, Inc.	EQUINOX LOGO	74597633	11/10/1994	3152417	10/10/2006
40.	Equinox Holdings, Inc.	EQUINOX	74319220	09/30/1992	3722700	12/08/2009
41.	Equinox Holdings, Inc.	EQUINOX	74284250	06/10/1992	1900162	06/13/1995
42.	Equinox Holdings, Inc.	EQUINOX	73370468	06/18/1982	1246474	07/26/1983

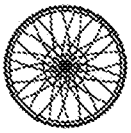
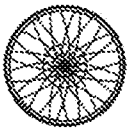
	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
43.	SoulCycle, LLC	SOULWATER	85173479	11/10/2010	4176402	07/17/2012
44.	SoulCycle, LLC	SOULCYCLE	77896084	12/17/2009	4218194	12/02/2012
45.	SoulCycle, LLC	Design	77896895	12/18/2009	3844347	09/07/2010
46.	SoulCycle, LLC	SOULCYCLE	77896727	12/18/2009	3844345	09/07/2010
47.	SoulCycle, LLC	SOULCYCLE	77896569	12/18/2009	3824906	07/27/2010
48.	SoulCycle, LLC	Design	77896501	12/18/2009	3824897	07/27/2010
49.	SoulCycle, LLC	SOULCYCLE	77896498	12/18/2009	3824896	07/27/2010
50.	SoulCycle, LLC	Design	77896495	12/18/2009	3824895	07/27/2010
51.	SoulCycle, LLC	Design	776368343	12/19/2008	3650759	07/07/2009
52.	SoulCycle, LLC	MINDBODYCARDIO	77631756	12/12/2008	3647325	06/30/2009
53.	SoulCycle, LLC	SOULCYCLE	77001399	09/18/2006	3264026	07/17/2007
54.	SoulCycle, LLC	SOUL WATER	75597947	12/02/1998	2496683	10/09/2001

Trademark Applications:

	Owner	Trademark	Serial No.	Filing Date
55.	Equinox Holdings, Inc.	EQUINOX	85533078	02/03/2012
56.	Equinox Holdings, Inc.	E (Stylized)	85791126	11/29/2012
57.	Equinox Holdings, Inc.	EQUITEX	85696227	08/06/2012
58.	Equinox Holdings, Inc.	IT'S NOT FITNESS. IT'S LIFE.	85373866	07/18/2011
59.	Equinox Holdings, Inc.	IT'S NOT FITNESS. IT'S LIFE.	85170327	11/05/2010
60.	Equinox Holdings, Inc.	EQUINOX	85041813	05/18/2010
61.	Equinox Holdings, Inc.	JUICE BOX	85533118	02/03/2012
62.	Equinox Holdings, Inc.	EQUINOX & Design	85747216	10/05/2012
63.	Equinox Holdings, Inc.	EQUINOX	85747210	10/05/2012
64.	Equinox Holdings, Inc.	EQUINOX	85232068	02/02/2011
65.	Equinox Holdings, Inc.	EQUINOX & Design	77189292	05/24/2007
66.	Equinox Holdings, Inc.	EQUINOX & Design	77189903	05/24/2007

	Owner	Trademark	Serial No.	Filing Date
67.	Equinox Holdings, Inc.	EQUINOX	77189884	05/24/2007
68.	Equinox Holdings, Inc.	EQUINOX	77187555	05/22/2007
69.	Equinox Holdings, Inc.	PURE EQUINOX	77187659	05/22/2007

	Owner	Trademark	Serial No.	Filing Date
70.	SoulCycle, LLC	Design 	85378863	07/22/2011
71.	SoulCycle, LLC	SOULCYCLE	85378857	07/22/2011
72.	SoulCycle, LLC	SEE YOU ON A BIKE	85788260	11/27/2012
73.	SoulCycle, LLC	Design 	85173467	11/10/2011
74.	SoulCycle, LLC	SOULSURVIVOR	85748957	10/09/2012
75.	SoulCycle, LLC	SOULTEEN	85748947	10/09/2012
76.	SoulCycle, LLC	SOULBANDS	85748932	10/09/2012
77.	SoulCycle, LLC	Design 	85378869	07/22/2011
78.	SoulCycle, LLC	SOULCYCLE	85378864	07/22/2011
79.	SoulCycle, LLC	Design 	85378848	07/22/2011
80.	SoulCycle, LLC	SOULCYCLE	85378841	07/22/2011

	Owner	Trademark	Serial No.	Filing Date
81.	SoulCycle, LLC	Design 	77896201	12/17/2009
82.	SoulCycle, LLC	Design 	77896205	12/17/2009
83.	SoulCycle, LLC	SOULCYCLE	77896078	12/17/2009