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:	3542542	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	

	3824896	SOULCYCLE
Registration Number:	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

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:	04/23/2013

Total Attachments: 6
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Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

SoulCycle, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 1455 Market Street

City: San Francisco

State: CA

Country: USA Zip: 94103-1399

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 1, 2013

☐ Assignment ☐ Merger

☒ Security Agreement ☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

4. Application or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s)

61/294807

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Fax Number: 212-269-5420

Email Address: dka@cahill.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) $

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature:

Signature — April 22, 2013 Date

Doris Ka
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Execution Version

Patent Security Agreement (Second Lien)

Patent Security Agreement, dated as of February 1, 2013, by SOULCYCLE, LLC, a Delaware limited liability company (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Second Lien Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Priority Security Agreement dated as of February 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Second Lien Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgor hereby agrees with the Second 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 Patent Collateral. The Pledgor hereby pledges and grants to the Second 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 the Pledgor:

(a) Patents of the Pledgor listed on Schedule I attached hereto; and

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Patents 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Second Lien Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Patent Security Agreement shall be a second lien on and security interest in the Pledged Collateral, and such lien and security interest and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercred-

itor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the non-contingent Secured Obligations and termination of the Security Agreement, the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent 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]

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REEL: 005011 FRAME: 0382

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

Very truly yours,

SOULCYCLE, LLC

By: Paul J Tizik

Name: Paul Tizik
Title: Vice President Finance

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

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

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

[Signature Page to Second Lien Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME

Patent Applications:

	Assignee	Patent Title	Serial No.	Filing Date
1.	SoulCycle, LLC	An Exercise Apparatus and Method of Using SoulCycle Band Patent	61/294807	

TRADEMARK
RECORDED: 04/23/2013 REEL: 005011 FRAME: 0385