TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324816

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/02/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SoulCycle, LLC
Street Address:	895 Broadway
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
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
Registration Number:	3824895	
Registration Number:	3650759	
Registration Number:	3647325	MINDBODYCARDIO
Registration Number:	3264026	SOULCYCLE
Registration Number:	2496683	SOUL WATER
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

CH $665.00 4176402

Property Type	Number	Word Mark
Serial Number:	85748932	SOULBANDS
Serial Number:	85378869	
Serial Number:	85378864	SOULCYCLE
Serial Number:	85378848	
Serial Number:	85378841	SOULCYCLE
Serial Number:	77896201	
Serial Number:	77896205	
Serial Number:	77896078	SOULCYCLE

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 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, D.C. 20005

ATTORNEY DOCKET NUMBER:	398044
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/02/2014

Total Attachments: 5

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RELEASE OF FIRST PRIORITY SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 2, 2014 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the First Lien Credit Agreement (the "First Lien Collateral Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain First Priority Security Agreement, dated as of February 1, 2013, by and among the First Lien Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the First Lien Collateral Agent, in its capacity as First Lien Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement (first lien), dated as of February 1, 2013 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 22, 2013 at Reel/Frame 5011/0253;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the First Lien Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The First Lien Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Pledged Collateral under the Trademark Security Agreement, including the trademark registrations and applications set forth Schedule I attached hereto (collectively, "Trademark Collateral"). If and to the extent that the First Lien Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the First Lien Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The First Lien Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The First Lien Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the Laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the First Lien Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A.,
acting in its capacity as First Lien Collateral Agent

By: _____

Name: Angela Lau

Title: Vice President

GRANTORS:
SoulCycle, LLC

[Signature Page to First Lien Trademark Release]

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

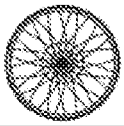
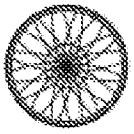
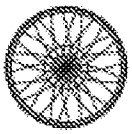
Trademark Registrations:

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
SoulCycle, LLC	SOULWATER	85173479	11/10/2010	4176402	07/17/2012
SoulCycle, LLC	SOULCYCLE	77896084	12/17/2009	4218194	12/02/2012
SoulCycle, LLC	Design	77896895	12/18/2009	3844347	09/07/2010
SoulCycle, LLC	SOULCYCLE	77896727	12/18/2009	3844345	09/07/2010
SoulCycle, LLC	SOULCYCLE	77896569	12/18/2009	3824906	07/27/2010
SoulCycle, LLC	Design	77896501	12/18/2009	3824897	07/27/2010
SoulCycle, LLC	SOULCYCLE	77896498	12/18/2009	3824896	07/27/2010
SoulCycle, LLC	Design	77896495	12/18/2009	3824895	07/27/2010
SoulCycle, LLC	Design	776368343	12/19/2008	3650759	07/07/2009
SoulCycle, LLC	MINDBODYCARDIO	77631756	12/12/2008	3647325	06/30/2009

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
SoulCycle, LLC	SOULCYCLE	77001399	09/18/2006	3264026	07/17/2007
SoulCycle, LLC	SOUL WATER	75597947	12/02/1998	2496683	10/09/2001

Trademark Applications:

Owner	Trademark	Serial No.	Filing Date
SoulCycle, LLC	Design	85378863	07/22/2011
SoulCycle, LLC	SOULCYCLE	85378857	07/22/2011
SoulCycle, LLC	SEE YOU ON A BIKE	85788260	11/27/2012
SoulCycle, LLC	Design	85173467	11/10/2011
SoulCycle, LLC	SOULSURVIVOR	85748957	10/09/2012
SoulCycle, LLC	SOULTEEN	85748947	10/09/2012
SoulCycle, LLC	SOULBANDS	85748932	10/09/2012
SoulCycle, LLC	Design	85378869	07/22/2011
SoulCycle, LLC	SOULCYCLE	85378864	07/22/2011

Owner	Trademark	Serial No.	Filing Date
SoulCycle, LLC	Design 	85378848	07/22/2011
SoulCycle, LLC	SOULCYCLE	85378841	07/22/2011
SoulCycle, LLC	Design 	77896201	12/17/2009
SoulCycle, LLC	Design 	77896205	12/17/2009
SoulCycle, LLC	SOULCYCLE	77896078	12/17/2009