

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equinox Holdings, Inc.		12/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	1455 Market Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	4631892	EQUINOX	
Registration Number:	4575978	EQUINOX MADE ME DO IT	
Registration Number:	4564323	WHIPPED!	
Registration Number:	4564322	ETC	
Registration Number:	4512924	METCON3	
Registration Number:	2152237		
Registration Number:	2239483		
Registration Number:	2492323		
Registration Number:	2507933	REV	
Registration Number:	4487017	REV	
Registration Number:	4390777	SPORTS CLUB/LA	
Registration Number:	2616150	THE SPORTS CLUB/LA	
Registration Number:	1727704	THE SPORTS CLUB/LA	
Registration Number:	2796508	THE SPORTS CLUB/LA	
Registration Number:	4171060	VINYASA VIBES	
Serial Number:	86434359		
Serial Number:	86444405	ONE. WILD. RIDE.	
Serial Number:	86440704	THE PURSUIT: BURN	
Serial Number:	86440697	THE PURSUIT: BUILD	
Serial Number:	86434400	THE PURSUIT: BURN	
TRADEMARK			

CH \$990.00 4631892

Property Type	Number	Word Mark
Serial Number:	86434382	THE PURSUIT: BUILD
Serial Number:	86434342	
Serial Number:	86434325	THE PUR S UI T BY EQUINOX
Serial Number:	86434279	THE PURSUIT BY EQUINOX
Serial Number:	86192745	RX SERIES
Serial Number:	86220760	RUNNERS RESET
Serial Number:	86220757	PRECISION RUNNING
Serial Number:	86146514	TREAD AND SHRED
Serial Number:	86291557	RUNCROSS
Serial Number:	86042274	FLOW PLAY
Serial Number:	86232536	EQUINOX
Serial Number:	86192793	STACKED!
Serial Number:	86220758	SPEED DEAMONS
Serial Number:	86083600	EQUINOX
Serial Number:	86192797	EQUINOX PACK ATTACK
Serial Number:	86126114	EQUINOX
Serial Number:	85932163	FULCRUM
Serial Number:	85932167	895
Serial Number:	85755721	BLITZ

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: 6

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Trademark Security Agreement (First Lien)

Trademark Security Agreement, dated as of December 2, 2014 by EQUINOX HOLDINGS, INC., a Delaware corporation (the "Pledgor"), 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 Pledgor is party to a First 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 First Lien Collateral Agent pursuant to which the Pledgor (i) executed and delivered that certain Trademark Security Agreement (first lien), dated as of February 1, 2013, in favor of the First Lien Collateral Agent for recordal with the United States Patent and Trademark Office and (ii) is 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 Pledgor hereby agrees 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. The 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 (collectively, "Trademark Collateral"):

- (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 Pledgor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademark Collateral 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 Pledgor an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral 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]

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: _____

Name:

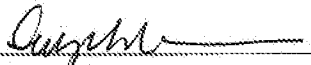
Title:

Larry M. Segall
Larry M. Segall

Executive Vice President, CFO

Accepted and Agreed:

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

By: 
Name: Angela Lau
Title: Vice President

[Signature Page to Trademark Security Agreement (First Lien)]

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	86228393 03/21/2014	4631892 11/04/2014
2.	Equinox Holdings, Inc.	EQUINOX MADE ME DO IT	86164068 01/13/2014	4575978 07/29/2014
3.	Equinox Holdings, Inc.	WHIPPED!	86192790 02/13/2014	4564323 07/08/2014
4.	Equinox Holdings, Inc.	ETC	86192751 02/13/2014	4564322 07/08/2014
5.	Equinox Holdings, Inc.	METCON3	86072501 09/23/2013	4512924 04/08/2014
6.	Equinox Holdings, Inc.	Flying Lady Design	75259756	2152237
7.	Equinox Holdings, Inc.	Flying Lady Design	75259757	2239483
8.	Equinox Holdings, Inc.	Flying Lady Design	76078106	2492323
9.	Equinox Holdings, Inc.	REV	75839247	2507933 (Abandoned)
10.	Equinox Holdings, Inc.	REV	85671569	4487017
11.	Equinox Holdings, Inc.	SPORTS CLUB/LA and Design	85678660	4390777
12.	Equinox Holdings, Inc.	SPORTS CLUB/LA and Design	75565824	2616150
13.	Equinox Holdings, Inc.	SPORTS CLUB/LA and Design	73831882	1727704
14.	Equinox Holdings, Inc.	SPORTS CLUB/LA and Design	76078105	2796508
15.	Equinox Holdings, Inc.	VINYASA VIBES	85466679	4171060

Trademark Applications:

	Owner	Trademark	Serial No. Filing Date
16.	Equinox Holdings, Inc.	DESIGN ONLY	86434359 10/24/2014
17.	Equinox Holdings, Inc.	ONE. WILD. RIDE.	86444405 11/04/2014
18.	Equinox Holdings, Inc.	THE PURSUIT: BURN	86440704 10/31/2014
19.	Equinox Holdings, Inc.	THE PURSUIT: BUILD	86440697 10/31/2014
20.	Equinox Holdings, Inc.	THE PURSUIT: BURN	86434400 10/24/2014

Schedule I to Trademark Security Agreement (First Lien)

TRADEMARK
REEL: 005411 FRAME: 0302

	Owner	Trademark	Serial No. Filing Date
21.	Equinox Holdings, Inc.	THE PURSUIT: BUILD	86434382 10/24/2014
22.	Equinox Holdings, Inc.	DESIGN ONLY	86434342 10/24/2014
23.	Equinox Holdings, Inc.	THE PUR S UI T BY EQUINOX	86434325 10/24/2014
24.	Equinox Holdings, Inc.	THE PURSUIT BY EQUINOX	86434279 10/24/2014
25.	Equinox Holdings, Inc.	RX SERIES	86192745 02/13/2014
26.	Equinox Holdings, Inc.	RUNNERS RESET	86220760 03/13/2014
27.	Equinox Holdings, Inc.	PRECISION RUNNING	86220757 03/13/2014
28.	Equinox Holdings, Inc.	TREAD AND SHRED	86146514 12/17/2013
29.	Equinox Holdings, Inc.	RUNCROSS	86291557 05/26/2014
30.	Equinox Holdings, Inc.	FLOW PLAY	86042274 08/19/2013
31.	Equinox Holdings, Inc.	EQUINOX	86232536 03/26/2014
32.	Equinox Holdings, Inc.	STACKED!	86192793 02/13/2014
33.	Equinox Holdings, Inc.	SPEED DEAMONS	86220758 03/13/2014
34.	Equinox Holdings, Inc.	EQUINOX	86083600 10/05/2013
35.	Equinox Holdings, Inc.	EQUINOX PACK ATTACK	86192797 02/13/2014
36.	Equinox Holdings, Inc.	EQUINOX	86126114 11/21/2013
37.	Equinox Holdings, Inc.	FULCRUM	85932163 05/14/2013
38.	Equinox Holdings, Inc.	895	85932167 05/14/2013
39.	Equinox Holdings, Inc.	BLITZ	85755721 10/16/2012

Schedule I to Trademark Security Agreement (First Lien)