

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SoulCycle Inc.		05/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	901 Main Street, 14th Floor		
Internal Address:	Mail Code: TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4889672	SOULCYCLE	
Registration Number:	4881966		
Registration Number:	4886041	SOULSCHOLARSHIP	
Registration Number:	4886042	SOULSCHOLARSHIP	
Registration Number:	4926546	X	
Serial Number:	86942762		
Serial Number:	86943015		
Serial Number:	86942799		
Serial Number:	86942608	SOUL	
Serial Number:	86871659	SOUL	
Serial Number:	86948844	SOULDANCE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	James.Murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
TRADEMARK			

OP \$290.00 4889672

Address Line 2:	CT Corporation
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	08/12/2016
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Total Attachments: 7

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source=05-31-16 Trademark Security Agreement#page3.tif
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RECORDATION FORM COVER SHEET TRADEMARKS 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 Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 13, 2016

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Mail Code: TX1-492-14-06,

Street Address: 901 Main Street, 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
60 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 11, 2016
Date

Elaine Carrera
Name of Person Signing

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

Trademark Security Agreement

Trademark Security Agreement, dated as of May 13, 2016, by SoulCycle Inc. (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of May 15, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the 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 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) Trademarks of the 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 Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the 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 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 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 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 here- to 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 other- wise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

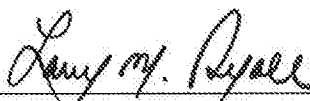
[signature page follows]

IN WITNESS WHEREOF, the 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,

SOULCYCLE INC.

By:



Name: Larry M. Segall

Title: Executive Vice President and CFO

Accepted and Agreed:

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

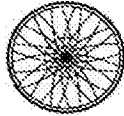

By: 
Name: Tiffany Shia
Title: Vice President

TRADEMARK

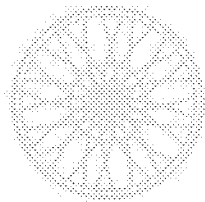
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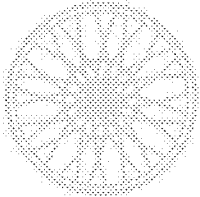
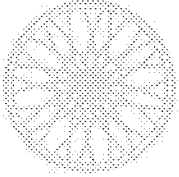
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
SoulCycle Inc.	4889672	SOULCYCLE
SoulCycle Inc.	4881966	
SoulCycle Inc.	4886041	SOULSCHOLARSHIP
SoulCycle Inc.	4886042	SOULSCHOLARSHIP
SoulCycle Inc.	4926546	

Trademark Applications:

OWNER	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
SoulCycle Inc.		86/942,762 3/16/16	

SoulCycle Inc.		86/943,015 3/16/16	
SoulCycle Inc.		86/942,799 3/16/16	
SoulCycle Inc.	SOUL	86/942,608 3/16/16	
SoulCycle Inc.	SOUL	86/871,659 1/11/16	
SoulCycle Inc.	SOULDANCE	86/948,844 3/22/16	