

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411283

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.		01/05/2017	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SoulCycle Inc. (f/k/a SoulCycle, LLC)		
Street Address:	609 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3824895		
Registration Number:	3824897		
Registration Number:	3844347		
Registration Number:	4411325		
Registration Number:	3647325	MINDBODYCARDIO	
Registration Number:	2496683	SOUL WATER	
Registration Number:	3824896	SOULCYCLE	
Registration Number:	3824906	SOULCYCLE	
Registration Number:	3844345	SOULCYCLE	
Registration Number:	4218194	SOULCYCLE	
Registration Number:	3264026	SOULCYCLE	
Registration Number:	4176402	SOULWATER	
Registration Number:	4584697		
Registration Number:	4434025		
Registration Number:	4434026	SOULCYCLE	
Registration Number:	4609667	SOULCYCLE	
Registration Number:	4620811	FIND YOUR SOUL	
Registration Number:	4613890	TAP IT BACK	
Registration Number:	4684667		

OP \$615.00 3824895

Property Type	Number	Word Mark
Registration Number:	4688307	SOUL
Registration Number:	3650759	
Registration Number:	4353330	SOULBANDS
Registration Number:	4353332	SOULSURVIVOR
Registration Number:	4353331	SOULTEEN

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/05/2017

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 5, 2017 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of May 15, 2015, by and among the 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 Collateral Agent, in its capacity as 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, dated as of May 15, 2015 (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 May 18, 2015 at Reel/Frame 5518/0293;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to Trademarks, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the 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.

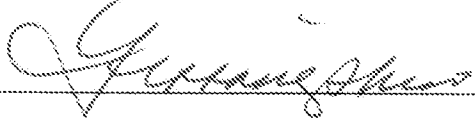
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The 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 the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the 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 Collateral Agent for the Lenders**

By: 

Name: Tiffany Shin
Title: Vice President

[Signature Page to SoulCycle Trademark Release]

GRANTOR:

SOULCYCLE INC.

**SCHEDULE I
to
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

REGISTRATIONS:

OWNER	REGISTRATION NUMBER	TRADEMARK
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3824895	FULL WHEEL Design 09
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3824897	FULL WHEEL Design 09
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3844347	FULL WHEEL Design 09
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4411325	FULL WHEEL Design 09
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3647325	MINDBODYCARDIO (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	2496683	SOUL WATER
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3824896	SOULCYCLE (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3824906	SOULCYCLE (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3844345	SOULCYCLE (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4218194	SOULCYCLE (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3264026	SOULCYCLE (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4176402	SOULWATER
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4584697	FULL WHEEL Design 09
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4434025	FULL WHEEL Design 09
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4434026	SOULCYCLE (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4609667	SOULCYCLE (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4620811	FIND YOUR SOUL (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4613890	TAP IT BACK (word mark)

SoulCycle, LLC)		
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4684667	FULL WHEEL Design 09
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4688307	SOUL (word mark)
SoulCycle Inc. (f/k/a SoulCycle, LLC)	3650759	Full Wheel Design
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4353330	SOULBANDS
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4353332	SOULSURVIVOR
SoulCycle Inc. (f/k/a SoulCycle, LLC)	4353331	SOULTEEN

APPLICATIONS: None.

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):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 5, 2017

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SoulCycle Inc. (f/k/a SoulCycle, LLC)

Street Address: 609 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10014

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-NY
- 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
80 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:

24

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

January 5, 2017
Date

Elaine Carrera

Name of Person Signing

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

6

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