

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/08/2017	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Equinox Holdings, Inc.		
Street Address:	895 Broadway, Third Floor		
Internal Address:	c/o Equinox Holdings, Inc.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 96			
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	
Registration Number:	3667203	EQUINOX	
Registration Number:	4038763	EQUINOX	
Registration Number:	3557077	E	
Registration Number:	3675131	FITNESS LIFESTYLE BY EQUINOX	
Registration Number:	3581938	FITNESS LIFESTYLE	
TRADEMARK			

CH \$2415.00 4210040

Property Type	Number	Word Mark
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:	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

Property Type	Number	Word Mark
Registration Number:	4171060	VINYASA VIBES
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:	77189884	EQUINOX
Serial Number:	77187555	EQUINOX
Serial Number:	77187659	PURE EQUINOX
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
Serial Number:	86434382	THE PURSUIT: BUILD
Serial Number:	86434342	
Serial Number:	86434325	THE PURSUIT 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

Property Type	Number	Word Mark
Serial Number:	85755721	BLITZ
Serial Number:	77189903	EQUINOX

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	551228-2
NAME OF SUBMITTER:	j
SIGNATURE:	/jep/
DATE SIGNED:	03/10/2017

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 8, 2017 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as Second Lien Collateral Agent (the "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 February 1, 2013, by and among the 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 Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement (Second 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 23, 2013 at Reel/Frame 5011/0376, as corrected by the Trademark Security Agreement recorded with the United States Patent and Trademark Office on December 2, 2014 at Reel/Frame 5411/0001;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement (Second Lien), dated as of December 2, 2014 (the "Supplemental Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 3, 2014 at Reel/Frame 5412/0015; and

WHEREAS, Grantor has satisfied the terms of the Security Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral (as defined below).

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

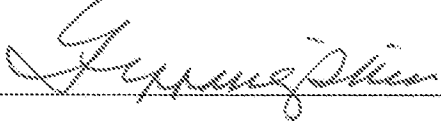
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement, the Trademark Security Agreement or the Supplemental Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels its lien on and security interest in and to the Trademarks set forth on Schedule I attached hereto, all Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral"), arising under the Security Agreement, the Trademark Security Agreement and Supplemental Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement or Supplemental Trademark Security Agreement, the 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 Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The 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 and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release 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.

IN WITNESS WHEREOF, the 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 Agent for the Secured Parties**

By:  _____

Name: Tiffany Shin

Title: Vice President

GRANTOR:

Equinox Holdings, Inc.

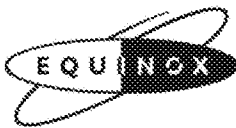

{Signature Page to Trademark Release (Second Lien)}


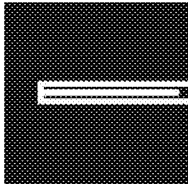
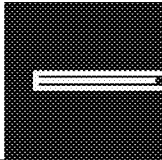

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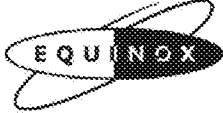
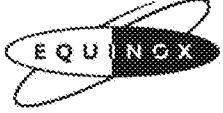


REEL: 006007 FRAME: 0081

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

Trademark Registrations:

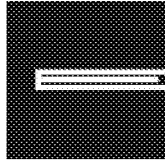
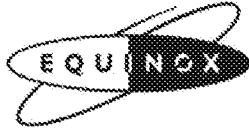
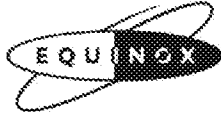
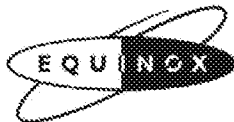
	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Equinox Holdings, Inc.	EQUINOX	85561342	03/06/2012	4210040	09/18/2012
2.	Equinox Holdings, Inc.	EQUINOX & Design 	85146865	10/06/2010	4166449	07/03/2012
3.	Equinox Holdings, Inc.	FIGURE 4	85280196	03/29/2011	4158850	06/12/2012
4.	Equinox Holdings, Inc.	Q BY EQUINOX	85424681	09/16/2011	4149429	05/29/2012
5.	Equinox Holdings, Inc.	MERCER AND TAYLOR	85421603	09/13/2011	4151779	05/29/2012
6.	Equinox Holdings, Inc.	MAVOR DEUCE	85160146	10/25/2010	4129391	04/17/2012
7.	Equinox Holdings, Inc.	O Design 	85160231	10/25/2010	4109772	03/06/2012
8.	Equinox Holdings, Inc.	DE RIGUEUR PROVISIONS	85232469	02/02/2011	4098147	02/14/2012
9.	Equinox Holdings, Inc.	EQUISSAGE (Stylized) Equissage	85212003	01/06/2011	4086586	01/17/2012
10.	Equinox Holdings, Inc.	IT'S NOT FITNESS IT'S LIFE	78580444	03/04/2005	3153005	10/10/2006
11.	Equinox Holdings, Inc.	MY BODY. MY BIOGRAPHY.	77905809	01/06/2010	4051276	11/08/2011
12.	Equinox Holdings, Inc.	EQUINOX	77207988	06/16/2007	4173317	07/17/2012

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
13.	Equinox Holdings, Inc.	EQUINOX & Design 	77207987	06/16/2007	4169576	07/10/2012
14.	Equinox Holdings, Inc.	EQUINOX	77202687	06/11/2007	3667203	08/11/2009
15.	Equinox Holdings, Inc.	EQUINOX	77186607	05/21/2007	4038763	10/11/2011
16.	Equinox Holdings, Inc.	E (Stylized) 	77480522	05/21/2008	3557077	01/06/2009
17.	Equinox Holdings, Inc.	FITNESS LIFESTYLE BY EQUINOX	77429068	03/23/2008	3675131	09/01/2009
18.	Equinox Holdings, Inc.	FITNESS LIFESTYLE	77429065	03/23/2008	3581938	02/24/2009
19.	Equinox Holdings, Inc.	MYEQ	77415015	03/06/2008	3558860	01/06/2009
20.	Equinox Holdings, Inc.	EQUIFIT	77337318	11/27/2007	3467312	07/15/2008
21.	Equinox Holdings, Inc.	E (Stylized) 	77207994	06/16/2007	3381293	02/12/2008
22.	Equinox Holdings, Inc.	EQUINOX	77207991	06/16/2007	3542543	12/09/2008
23.	Equinox Holdings, Inc.	EQUINOX & Design 	77207990	06/16/2007	3542542	12/09/2008
24.	Equinox Holdings, Inc.	EQUINOX ACADEMY	77202928	06/11/2007	3388156	02/26/2008
25.	Equinox Holdings, Inc.	EFTI	77198344	06/05/2007	3372664	01/22/2008
26.	Equinox Holdings, Inc.	IT'S NOT FITNESS. IT'S LIFE.	77193056	05/30/2007	3384480	02/19/2008

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
27.	Equinox Holdings, Inc.	EQUINOX & Design 	77192750	05/30/2007	3377795	02/05/2008
28.	Equinox Holdings, Inc.	EQUINOX & Design 	77192715	05/30/2007	3909648	01/25/2011
29.	Equinox Holdings, Inc.	EQUINEWS	77189806	05/24/2007	3372602	01/22/2008
30.	Equinox Holdings, Inc.	CHAOS TRAINING (Stylized) Chaos Training	77121547	03/02/2007	3334227	11/13/2007
31.	Equinox Holdings, Inc.	BUFFPEDICURE	76121173	09/01/2000	2900890	11/02/2004
32.	Equinox Holdings, Inc.	BUFFSPA	75982100	09/01/2000	2592467	07/09/2002
33.	Equinox Holdings, Inc.	EQUINOX	75104519	05/15/1996	3118571	07/25/2006
34.	Equinox Holdings, Inc.	EQUINOX	74197463	08/23/1991	1796108	09/28/1993
35.	Equinox Holdings, Inc.	EQUINOX	74802244	09/15/1992	1903842	07/04/1995
36.	Equinox Holdings, Inc.	EQUINOX & Design 	74715627	08/15/1995	2074971	07/01/1997
37.	Equinox Holdings, Inc.	EQUINOX ENERGY WEAR E & Design 	74682482	05/31/1995	3152418	10/10/2006
38.	Equinox Holdings, Inc.	EQUINOX	74626706	01/27/1995	2090336	08/26/1997

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
39.	Equinox Holdings, Inc.	EQUINOX LOGO	74597633	11/10/1994	3152417	10/10/2006
40.	Equinox Holdings, Inc.	EQUINOX	74319220	09/30/1992	3722700	12/08/2009
41.	Equinox Holdings, Inc.	EQUINOX	74284250	06/10/1992	1900162	06/13/1995
42.	Equinox Holdings, Inc.	EQUINOX	73370468	06/18/1982	1246474	07/26/1983
43.	Equinox Holdings, Inc.	EQUINOX	86228393	03/21/2014	4631892	11/04/2014
44.	Equinox Holdings, Inc.	EQUINOX MADE ME DO IT	86164068	01/13/2014	4575978	07/29/2014
45.	Equinox Holdings, Inc.	WHIPPED!	86192790	02/13/2014	4564323	07/08/2014
46.	Equinox Holdings, Inc.	ETC	86192751	02/13/2014	4564322	07/08/2014
47.	Equinox Holdings, Inc.	METCON3	86072501	09/23/2013	4512924	04/08/2014
48.	Equinox Holdings, Inc.	Flying Lady Design	75259756		2152237	
49.	Equinox Holdings, Inc.	Flying Lady Design	75259757		2239483	
50.	Equinox Holdings, Inc.	Flying Lady Design	76078106		2492323	
51.	Equinox Holdings, Inc.	REV	75839247		2507933 (Abandoned)	
52.	Equinox Holdings, Inc.	REV	85671569		4487017	
53.	Equinox Holdings, Inc.	SPORTS CLUB/LA and Design	85678660		4390777	
54.	Equinox Holdings, Inc.	SPORTS CLUB/LA and Design	75565824		2616150	
55.	Equinox Holdings, Inc.	SPORTS CLUB/LA and Design	73831882		1727704	
56.	Equinox Holdings, Inc.	SPORTS CLUB/LA and Design	76078105		2796508	
57.	Equinox Holdings, Inc.	VINYASA VIBES	85466679		4171060	

Trademark Applications:

	Owner	Trademark	Serial No.	Filing Date
58.	Equinox Holdings, Inc.	EQUINOX	85533078	02/03/2012
59.	Equinox Holdings, Inc.	E (Stylized) 	85791126	11/29/2012
60.	Equinox Holdings, Inc.	EQUITEX	85696227	08/06/2012
61.	Equinox Holdings, Inc.	IT'S NOT FITNESS. IT'S LIFE.	85373866	07/18/2011
62.	Equinox Holdings, Inc.	IT'S NOT FITNESS. IT'S LIFE.	85170327	11/05/2010
63.	Equinox Holdings, Inc.	EQUINOX	85041813	05/18/2010
64.	Equinox Holdings, Inc.	JUICE BOX	85533118	02/03/2012
65.	Equinox Holdings, Inc.	EQUINOX & Design 	85747216	10/05/2012
66.	Equinox Holdings, Inc.	EQUINOX	85747210	10/05/2012
67.	Equinox Holdings, Inc.	EQUINOX	85232068	02/02/2011
68.	Equinox Holdings, Inc.	EQUINOX & Design 	77189292	05/24/2007
69.	Equinox Holdings, Inc.	EQUINOX & Design 	77189903	05/24/2007
70.	Equinox Holdings	EQUINOX	77189884	05/24/2007
71.	Equinox Holdings	EQUINOX	77187555	05/22/2007

	Owner	Trademark	Serial No.	Filing Date
72.	Equinox Holdings, Inc.	PURE EQUINOX	77187659	05/22/2007
73.	Equinox Holdings, Inc.	DESIGN ONLY	86434359	10/24/2014
74.	Equinox Holdings, Inc.	ONE. WILD. RIDE.	86444405	11/04/2014
75.	Equinox Holdings, Inc.	THE PURSUIT: BURN	86440704	10/31/2014
76.	Equinox Holdings, Inc.	THE PURSUIT: BUILD	86440697	10/31/2014
77.	Equinox Holdings, Inc.	THE PURSUIT: BURN	86434400	10/24/2014
78.	Equinox Holdings, Inc.	THE PURSUIT: BUILD	86434382	10/24/2014
79.	Equinox Holdings, Inc.	DESIGN ONLY	86434342	10/24/2014
80.	Equinox Holdings, Inc.	THE PURSUIT BY EQUINOX	86434325	10/24/2014
81.	Equinox Holdings, Inc.	THE PURSUIT BY EQUINOX	86434279	10/24/2014
82.	Equinox Holdings, Inc.	RX SERIES	86192745	02/13/2014
83.	Equinox Holdings, Inc.	RUNNERS RESET	86220760	03/13/2014
84.	Equinox Holdings, Inc.	PRECISION RUNNING	86220757	03/13/2014
85.	Equinox Holdings, Inc.	TREAD AND SHRED	86146514	12/17/2013
86.	Equinox Holdings, Inc.	RUNCROSS	86291557	05/26/2014
87.	Equinox Holdings, Inc.	FLOW PLAY	86042274	08/19/2013
88.	Equinox Holdings, Inc.	EQUINOX	86232536	03/26/2014
89.	Equinox Holdings, Inc.	STACKED!	86192793	02/13/2014
90.	Equinox Holdings, Inc.	SPEED DEAMONS	86220758	03/13/2014
91.	Equinox Holdings, Inc.	EQUINOX	86083600	10/05/2013
92.	Equinox Holdings, Inc.	EQUINOX PACK ATTACK	86192797	02/13/2014

	Owner	Trademark	Serial No.	Filing Date
93.	Equinox Holdings, Inc.	EQUINOX	86126114	11/21/2013
94.	Equinox Holdings, Inc.	FULCRUM	85932163	05/14/2013
95.	Equinox Holdings, Inc.	895	85932167	05/14/2013
96.	Equinox Holdings, Inc.	BLITZ	85755721	10/16/2012