

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equinox Holdings, Inc.		03/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street		
Internal Address:	Thames Street Wharf, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 95			
Property Type	Number	Word Mark	
Registration Number:	4630609	BLITZ	
Registration Number:	5038008	COMMIT TO SOMETHING	
Registration Number:	4098147	DE RIGUEUR PROVISIONS	
Registration Number:	2152237		
Registration Number:	2239483		
Registration Number:	2492323		
Registration Number:	3381293	E	
Registration Number:	3557077	E	
Registration Number:	4416052	E	
Registration Number:	3372664	EFTI	
Registration Number:	3467312	EQUIFIT	
Registration Number:	3372602	EQUINEWS	
Registration Number:	1796108	EQUINOX	
Registration Number:	1900162	EQUINOX	
Registration Number:	1903842	EQUINOX	
Registration Number:	2090336	EQUINOX	
Registration Number:	3118571	EQUINOX	
Registration Number:	3542543	EQUINOX	

CH \$2390.00 4630609

Property Type	Number	Word Mark
Registration Number:	3722700	EQUINOX
Registration Number:	4038763	EQUINOX
Registration Number:	4173317	EQUINOX
Registration Number:	4210040	EQUINOX
Registration Number:	4631892	EQUINOX
Registration Number:	4724027	EQUINOX
Registration Number:	4960468	EQUINOX
Registration Number:	4975029	EQUINOX
Registration Number:	5078176	EQUINOX
Registration Number:	5003537	EQUINOX
Registration Number:	4510967	EQUINOX
Registration Number:	5013086	EQUINOX
Registration Number:	4505526	EQUINOX
Registration Number:	2074971	EQUINOX
Registration Number:	3377795	EQUINOX
Registration Number:	3542542	EQUINOX
Registration Number:	3909648	EQUINOX
Registration Number:	4166449	EQUINOX
Registration Number:	4169576	EQUINOX
Registration Number:	4953212	EQUINOX
Registration Number:	3388156	EQUINOX ACADEMY
Registration Number:	4575978	EQUINOX MADE ME DO IT
Registration Number:	4086586	EQUISSAGE
Registration Number:	4564322	ETC
Registration Number:	4158850	FIGURE 4
Registration Number:	3675131	FITNESS LIFESTYLE BY EQUINOX
Registration Number:	4650077	FLOW PLAY
Registration Number:	5024107	FULLY LOADED
Registration Number:	5019361	FURTHERMORE
Registration Number:	4983316	I AM SOMETHING WE ARE EVERYTHING
Registration Number:	3153005	IT'S NOT FITNESS IT'S LIFE
Registration Number:	3384480	IT'S NOT FITNESS. IT'S LIFE.
Registration Number:	4129391	MAVOR DEUCE
Registration Number:	4151779	MERCER AND TAYLOR
Registration Number:	4512924	METCON3
Registration Number:	4051276	MY BODY. MY BIOGRAPHY.
Registration Number:	3558860	MYEQ
Registration Number:	4109772	O

Property Type	Number	Word Mark
Registration Number:	4937664	ONE. WILD. RIDE.
Registration Number:	4149429	Q BY EQUINOX
Registration Number:	5088207	THE CUT
Registration Number:	4942247	THE PURSUIT BY EQUINOX
Registration Number:	4937644	THE PURSUIT: BURN
Registration Number:	4937643	THE PURSUIT: BUILD
Registration Number:	4933407	THE PUR S UI T BY EQUINOX
Registration Number:	4758380	STACKED!
Registration Number:	4650543	RUNCROSS
Registration Number:	4650515	RUNNERS RESET
Registration Number:	4650514	PRECISION RUNNING
Registration Number:	4564323	WHIPPED!
Registration Number:	4674228	RX SERIES
Registration Number:	4709269	TREAD AND SHRED
Serial Number:	86638518	CONNECTED CYCLING
Serial Number:	86434342	
Serial Number:	86434359	
Serial Number:	87197790	EQUIFIT
Serial Number:	86550204	EQUINOX
Serial Number:	87049478	EQUINOX
Serial Number:	85747216	EQUINOX
Serial Number:	87140530	EQUINOX 21/22
Serial Number:	86083600	EQUINOX
Serial Number:	86839416	EQUINOX COLLECTIVE
Serial Number:	86920224	EQUINOX GOLDRUSH
Serial Number:	86530909	EQUINOX IT'S NOT FITNESS. IT'S LIFE.
Serial Number:	86592793	EQX
Serial Number:	87215311	FIRESTARTER
Serial Number:	86681698	FURTHERMORE
Serial Number:	86977735	FURTHERMORE
Serial Number:	86693252	MNR
Serial Number:	87034442	O
Serial Number:	87274748	PROJECT BY EQUINOX
Serial Number:	87298875	THE PURSUIT
Serial Number:	86440697	THE PURSUIT: BUILD
Serial Number:	86440704	THE PURSUIT: BURN
Serial Number:	87229937	TIER X
Serial Number:	86126114	EQUINOX

Property Type	Number	Word Mark
Serial Number:	86232536	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:	551228-30
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/14/2017

Total Attachments: 10

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 8, 2017 (this “Trademark Security Agreement”), by Equinox (the “Pledgor”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the “Second Lien Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Priority Security Agreement dated as of March 8, 2017 (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 Second Lien 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 (in each case, other than Excluded Assets) (the Trademark Collateral):

(a) all Trademarks owned by such Pledgor, including those listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

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 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: Paul J. Tizik
Name: Paul Tizik
Title: Chief Financial Officer

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Michael Guttmann
Title: Authorized Signatory

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

TRADEMARK
REEL: 006012 FRAME: 0407

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Equinox Holdings, Inc.	4630609	BLITZ
Equinox Holdings, Inc.	5038008	COMMIT TO SOMETHING
Equinox Holdings, Inc.	4098147	DE RIGUEUR PROVISIONS
Equinox Holdings, Inc.	2152237	DESIGN ONLY
Equinox Holdings, Inc.	2239483	DESIGN ONLY
Equinox Holdings, Inc.	2492323	DESIGN ONLY
Equinox Holdings, Inc.	3381293	E (STYLIZED)
Equinox Holdings, Inc.	3557077	E (STYLIZED)
Equinox Holdings, Inc.	4416052	E STYLIZED
Equinox Holdings, Inc.	3372664	EFTI
Equinox Holdings, Inc.	3467312	EQUIFIT
Equinox Holdings, Inc.	3372602	EQUINEWS
Equinox Holdings, Inc.	1796108	EQUINOX
Equinox Holdings, Inc.	1900162	EQUINOX
Equinox Holdings, Inc.	1903842	EQUINOX

OWNER	REGISTRATION NUMBER	TRADEMARK
Equinox Holdings, Inc.	2090336	EQUINOX
Equinox Holdings, Inc.	3118571	EQUINOX
Equinox Holdings, Inc.	3542543	EQUINOX
Equinox Holdings, Inc.	3722700	EQUINOX
Equinox Holdings, Inc.	4038763	EQUINOX
Equinox Holdings, Inc.	4173317	EQUINOX
Equinox Holdings, Inc.	4210040	EQUINOX
Equinox Holdings, Inc.	4631892	EQUINOX
Equinox Holdings, Inc.	4724027	EQUINOX
Equinox Holdings, Inc.	4960468	EQUINOX
Equinox Holdings, Inc.	4975029	EQUINOX
Equinox Holdings, Inc.	5078176	EQUINOX
Equinox Holdings, Inc.	5003537	EQUINOX
Equinox Holdings, Inc.	4510967	EQUINOX
Equinox Holdings, Inc.	5013086	EQUINOX (LOGO)
Equinox Holdings, Inc.	4505526	EQUINOX (LOGO)
Equinox Holdings, Inc.	2074971	EQUINOX (LOGO)
Equinox Holdings, Inc.	3377795	EQUINOX (LOGO)
Equinox Holdings, Inc.	3542542	EQUINOX (LOGO)

OWNER	REGISTRATION NUMBER	TRADEMARK
Equinox Holdings, Inc.	3909648	EQUINOX (LOGO)
Equinox Holdings, Inc.	4166449	EQUINOX (LOGO)
Equinox Holdings, Inc.	4169576	EQUINOX (LOGO)
Equinox Holdings, Inc.	4953212	EQUINOX (LOGO)
Equinox Holdings, Inc.	3388156	EQUINOX ACADEMY
Equinox Holdings, Inc.	4575978	EQUINOX Made me do it
Equinox Holdings, Inc.	4086586	EQUISSAGE
Equinox Holdings, Inc.	4564322	ETC
Equinox Holdings, Inc.	4158850	FIGURE 4
Equinox Holdings, Inc.	3675131	FITNESS LIFESTYLE BY EQUINOX
Equinox Holdings, Inc.	4650077	FLOW PLAY
Equinox Holdings, Inc.	5024107	FULLY LOADED
Equinox Holdings, Inc.	5019361	FURTHERMORE
Equinox Holdings, Inc.	4983316	I AM SOMETHING WE ARE EVERYTHING
Equinox Holdings, Inc.	3153005	IT'S NOT FITNESS IT'S LIFE
Equinox Holdings, Inc.	3384480	IT'S NOT FITNESS. IT'S LIFE.
Equinox Holdings, Inc.	4129391	MAVOR DEUCE
Equinox Holdings, Inc.	4151779	MERCER AND TAYLOR
Equinox Holdings, Inc.	4512924	METCON3

OWNER	REGISTRATION NUMBER	TRADEMARK
Equinox Holdings, Inc.	4051276	MY BODY. MY BIOGRAPHY
Equinox Holdings, Inc.	3558860	MYEQ
Equinox Holdings, Inc.	4109772	O (ORANGE STYLIZED)
Equinox Holdings, Inc.	4937664	ONE. WILD. RIDE.
Equinox Holdings, Inc.	4149429	Q BY EQUINOX
Equinox Holdings, Inc.	5088207	THE CUT
Equinox Holdings, Inc.	4942247	THE PURSUIT BY EQUINOX
Equinox Holdings, Inc.	4937644	THE PURSUIT: BURN
Equinox Holdings, Inc.	4937643	THE PURSUIT: BUILD
Equinox Holdings, Inc.	4933407	THE PUR S UIT BY EQUINOX
Equinox Holdings, Inc.	4758380	STACKED!
Equinox Holdings, Inc.	4650543	RUNCROSS
Equinox Holdings, Inc.	4650515	RUNNERS RESET
Equinox Holdings, Inc.	4650514	PRECISION RUNNING
Equinox Holdings, Inc.	4564323	WHIPPED!
Equinox Holdings, Inc.	4674228	RX SERIES
Equinox Holdings, Inc.	4709269	TREAD AND SHRED

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Equinox Holdings, Inc.	86638518 (ITU)	CONNECTED CYCLING
Equinox Holdings, Inc.	86434342 (ITU)	DESIGN ONLY
Equinox Holdings, Inc.	86434359 (ITU)	DESIGN ONLY
Equinox Holdings, Inc.	87197790 (ITU)	EQUIFIT
Equinox Holdings, Inc.	86550204 (ITU)	EQUINOX
Equinox Holdings, Inc.	87049478 (ITU)	EQUINOX
Equinox Holdings, Inc.	85747216 (ITU)	EQUINOX (LOGO)
Equinox Holdings, Inc.	87140530 (ITU)	EQUINOX 21/22
Equinox Holdings, Inc.	86083600 (ITU)	EQUINOX (LOGO)
Equinox Holdings, Inc.	86839416 (ITU)	EQUINOX COLLECTIVE
Equinox Holdings, Inc.	86920224	EQUINOX GOLD RUSH
Equinox Holdings, Inc.	86530909 (ITU)	EQUINOX IT'S NOT FITNESS. IT'S LIFE.
Equinox Holdings, Inc.	86592793 (ITU)	EQX
Equinox Holdings, Inc.	87215311 (ITU)	FIRESTARTER
Equinox Holdings, Inc.	86681698 (ITU)	FURTHERMORE
Equinox Holdings, Inc.	86977735	FURTHERMORE

OWNER	APPLICATION NUMBER	TRADEMARK
	(ITU)	
Equinox Holdings, Inc.	86693252 (ITU)	MNR
Equinox Holdings, Inc.	87034442 (ITU)	O STYLIZED
Equinox Holdings, Inc.	87274748 (ITU)	PROJECT BY EQUINOX
Equinox Holdings, Inc.	87298875 (ITU)	THE PURSUIT
Equinox Holdings, Inc.	86440697 (ITU)	THE PURSUIT: BUILD (Design)
Equinox Holdings, Inc.	86440704 (ITU)	THE PURSUIT: BURN (Design)
Equinox Holdings, Inc.	87229937	TIER X
Equinox Holdings, Inc.	86126114 (ITU)	EQUINOX
Equinox Holdings, Inc.	86232536 (ITU)	EQUINOX