

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580859

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Equinox Holdings, Inc.		06/11/2020	Corporation: DELAWARE
Juice Creations LLC		06/11/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1300 Thames St.
Internal Address:	Thames Street Wharf, 4th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4744314	CREATIVE JUICE
Registration Number:	4610912	CREATIVE JUICE
Registration Number:	4408678	CREATIVE JUICE
Registration Number:	4696314	CREATIVE JUICE
Registration Number:	5951500	LIVE BETTER. LOVE BETTER. STRIVE HARDER.
Registration Number:	5874336	HIGH PERFORMANCE LIVING
Registration Number:	5830341	MASTER OF ONE
Registration Number:	5830246	EQUINOX
Registration Number:	5757825	EQUINOX
Registration Number:	6037772	O
Registration Number:	5967867	EQUINOX
Registration Number:	5962386	EQUINOX
Registration Number:	5776410	THE MUSE
Registration Number:	5460652	EQUINOX
Registration Number:	5335564	EQUINOX
Registration Number:	5694266	EQX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88264011	EQX
Serial Number:	88408050	POWERED BY PRIDE
Serial Number:	88352870	EQUINOX
Serial Number:	88749470	#MAKEYOURSELFAGIFT
Serial Number:	88738640	MAKE YOURSELF A GIFT TO THE WORLD
Serial Number:	88445175	EQX ONE
Serial Number:	88363738	MNR
Serial Number:	88674289	EQUINOX SPORTS CLUB
Serial Number:	88669256	IMPOSSIBLE HAPPENS
Serial Number:	88444180	EQUINOX ONE
Serial Number:	88433648	EQUINOX COLLECTIVE
Serial Number:	88433595	EQUINOX SESSIONS
Serial Number:	88408229	HOUSE OF EQUINOX
Serial Number:	88591148	VARIO FITNESS
Serial Number:	88226523	MAKE SOMETHING. DO THE HARD THING. BE TH
Serial Number:	88487960	INNERHEAT
Serial Number:	88226613	LIVE BETTER. LOVE BETTER. STRIVE HARDER.
Serial Number:	87499172	EQUINOX
Serial Number:	87957637	EQUINOX
Serial Number:	87845141	EQUINOX
Serial Number:	87796696	EQUINOX WORX
Serial Number:	87796667	EQUINOX WORKS
Serial Number:	87796329	EQUINOX
Serial Number:	87956997	RUN REBELLION
Serial Number:	87593299	E
Serial Number:	87499525	EQUINOX
Serial Number:	87593287	E BY EQUINOX
Serial Number:	87499454	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: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 318136-10

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/11/2020
Total Attachments: 8 source=6-11-2020 Equinox 2-TM#page1.tif source=6-11-2020 Equinox 2-TM#page2.tif source=6-11-2020 Equinox 2-TM#page3.tif source=6-11-2020 Equinox 2-TM#page4.tif source=6-11-2020 Equinox 2-TM#page5.tif source=6-11-2020 Equinox 2-TM#page6.tif source=6-11-2020 Equinox 2-TM#page7.tif source=6-11-2020 Equinox 2-TM#page8.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of June 11, 2020 by EQUINOX HOLDINGS, INC. and JUICE CREATIONS LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), 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 “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are 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 Pledgors are 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 Pledgors hereby agree 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. Each 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 such 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 Pledgors hereby acknowledge and affirm 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 contingent obligations not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors 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.

EQUINOX HOLDINGS, INC.

By: Cheryl Ponzeka

Name: Cheryl Ponzeka

Title: Secretary

JUICE CREATIONS LLC

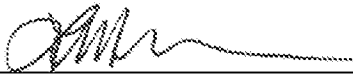
By: Cheryl Ponzeka

Name: Cheryl Ponzeka

Title: Secretary

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Juice Creations LLC	4744314	CREATIVE JUICE
Juice Creations LLC	4610912	CREATIVE JUICE
Juice Creations LLC	4408678	CREATIVE JUICE
Juice Creations LLC	4696314	CREATIVE JUICE
Equinox Holdings, Inc.	5951500	LIVE BETTER. LOVE BETTER. STRIVE HARDER. BE BOLDER. DANCE LONGER. EXPLORE FURTHER. QUESTION DEEPER. DREAM BIGGER. CLIMB HIGHER. SEEK GREATER.
Equinox Holdings, Inc.	5874336	HIGH PERFORMANCE LIVING
Equinox Holdings, Inc.	5830341	MASTER OF ONE
Equinox Holdings, Inc.	5830246	EQUINOX
Equinox Holdings, Inc.	5757825	EQUINOX
Equinox Holdings, Inc.	6037772	O
Equinox Holdings, Inc.	5967867	EQUINOX
Equinox Holdings, Inc.	5962386	EQUINOX
Equinox Holdings, Inc.	5776410	THE MUSE
Equinox Holdings, Inc.	5460652	EQUINOX
Equinox Holdings, Inc.	5335564	EQUINOX
Equinox Holdings, Inc.	5694266	EQX

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Equinox Holdings, Inc.	88264011 (ITU)	EQX
Equinox Holdings, Inc.	88408050 (ITU)	POWERED BY PRIDE
Equinox Holdings, Inc.	88352870 (ITU)	EQUINOX
Equinox Holdings, Inc.	88749470 (ITU)	#MAKEYOURSELFAGIFT
Equinox Holdings, Inc.	88738640 (ITU)	MAKE YOURSELF A GIFT TO THE WORLD
Equinox Holdings, Inc.	88445175 (ITU)	EQX ONE
Equinox Holdings, Inc.	88363738 (ITU)	MNR
Equinox Holdings, Inc.	88674289	EQUINOX SPORTS CLUB
Equinox Holdings, Inc.	88669256	IMPOSSIBLE HAPPENS
Equinox Holdings, Inc.	88444180 (ITU)	EQUINOX ONE
Equinox Holdings, Inc.	88433648 (ITU)	EQUINOX COLLECTIVE

OWNER	APPLICATION NUMBER	TRADEMARK
Equinox Holdings, Inc.	88433595 (ITU)	EQUINOX SESSIONS
Equinox Holdings, Inc.	88408229 (ITU)	HOUSE OF EQUINOX
Equinox Holdings, Inc.	88591148 (ITU)	VARIO FITNESS
Equinox Holdings, Inc.	88226523 (ITU)	MAKE SOMETHING. DO THE HARD THING. BE THE NEXT BIG THING. COMMIT TO SOMETHING.
Equinox Holdings, Inc.	88487960 (ITU)	INNERHEAT
Equinox Holdings, Inc.	88226613 (ITU)	LIVE BETTER. LOVE BETTER. STRIVE HARDER. BE BOLDER. EXPLORE FURTHER. DREAM BIGGER.
Equinox Holdings, Inc.	87499172 (ITU)	EQUINOX
Equinox Holdings, Inc.	87957637 (ITU)	EQUINOX
Equinox Holdings, Inc.	87845141 (ITU)	EQUINOX
Equinox Holdings, Inc.	87796696 (ITU)	EQUINOX WORX
Equinox Holdings, Inc.	87796667 (ITU)	EQUINOX WORKS

OWNER	APPLICATION NUMBER	TRADEMARK
Equinox Holdings, Inc.	87796329 (ITU)	EQUINOX
Equinox Holdings, Inc.	87956997 (ITU)	RUN REBELLION
Equinox Holdings, Inc.	87593299 (ITU)	E
Equinox Holdings, Inc.	87499525 (ITU)	EQUINOX
Equinox Holdings, Inc.	87593287 (ITU)	E BY EQUINOX
Equinox Holdings, Inc.	87499454 (ITU)	EQUINOX