

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI83489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equinox Holdings, Inc.		03/08/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 99			
Property Type	Number	Word Mark	
Registration Number:	3384480	IT'S NOT FITNESS. IT'S LIFE.	
Registration Number:	4149429	Q BY EQUINOX	
Registration Number:	3153005	IT'S NOT FITNESS IT'S LIFE	
Registration Number:	7002996	HIGH PERFORMANCE LIVING	
Registration Number:	6401660	EQUINOX+	
Registration Number:	5964849	FURTHERMORE	
Registration Number:	5832261	PLATFORM X TRAIN ANYWHERE	
Registration Number:	5335564	EQUINOX	
Registration Number:	5421120	TIER X	
Registration Number:	4983316	I AM SOMETHING WE ARE EVERYTHING	
Registration Number:	4631892	EQUINOX	
Registration Number:	4564322	ETC	
Registration Number:	4564323	WHIPPED!	
Registration Number:	4758380	STACKED!	
Registration Number:	4487017	REV	
Registration Number:	4210040	EQUINOX	
Registration Number:	3675131	FITNESS LIFESTYLE BY EQUINOX	
Registration Number:	4169576	EQUINOX	

OP \$2490.00.00 77193056

Property Type	Number	Word Mark
Registration Number:	4173317	EQUINOX
Registration Number:	3542543	EQUINOX
Registration Number:	3381293	E
Registration Number:	3372664	EFTI
Registration Number:	3118571	EQUINOX
Registration Number:	5874336	HIGH PERFORMANCE LIVING
Registration Number:	5757825	EQUINOX
Registration Number:	4166449	EQUINOX
Registration Number:	3377795	EQUINOX
Registration Number:	5697562	EQX
Registration Number:	6846806	EQUINOX IT'S NOT FITNESS. IT'S LIFE.
Registration Number:	5694266	EQX
Registration Number:	4416052	E
Registration Number:	5078176	EQUINOX
Registration Number:	6944750	+
Registration Number:	6616936	WELCOME FORWARD
Registration Number:	6571009	EQUINOX+
Registration Number:	6918656	EQXTEQ
Registration Number:	6901741	POWERED BY PRIDE
Registration Number:	6405016	EQUINOX
Registration Number:	6246141	PRECISION RUN
Registration Number:	5814785	FOR RUNNERS AND HATERS
Registration Number:	5814786	RUN REBEL, RUN
Registration Number:	6725090	EQUINOX
Registration Number:	5808055	PRECISION RUN
Registration Number:	6547984	EQUINOX
Registration Number:	5645334	PRECISION RUNNING LAB
Registration Number:	6731972	EQUINOX
Registration Number:	5460652	EQUINOX
Registration Number:	7031220	EQUINOX
Registration Number:	6216974	FURTHERMORE
Registration Number:	5298286	THE PURSUIT
Registration Number:	5287960	PROJECT BY EQUINOX
Registration Number:	5566364	EQUIFIT
Registration Number:	6222091	EQUINOX
Registration Number:	6872913	O
Registration Number:	5088207	THE CUT
Registration Number:	5038008	COMMIT TO SOMETHING

Property Type	Number	Word Mark
Registration Number:	5763724	MNR
Registration Number:	5019361	FURTHERMORE
Registration Number:	4937664	ONE. WILD. RIDE.
Registration Number:	4942247	THE PURSUIT BY EQUINOX
Registration Number:	4937643	THE PURSUIT: BUILD
Registration Number:	4937644	THE PURSUIT: BURN
Registration Number:	4650514	PRECISION RUNNING
Registration Number:	4709269	TREAD AND SHRED
Registration Number:	4975029	EQUINOX
Registration Number:	4960468	EQUINOX
Registration Number:	4158850	FIGURE 4
Registration Number:	4724027	EQUINOX
Registration Number:	5003537	EQUINOX
Registration Number:	4510967	EQUINOX
Registration Number:	4038763	EQUINOX
Registration Number:	3722700	EQUINOX
Registration Number:	1903842	EQUINOX
Registration Number:	1900162	EQUINOX
Registration Number:	6540289	INNERHEAT
Registration Number:	6234595	EQX ONE
Registration Number:	5830341	MASTER OF ONE
Registration Number:	5830246	EQUINOX
Registration Number:	5776410	THE MUSE
Registration Number:	6531029	E BY EQUINOX
Registration Number:	6531030	E
Registration Number:	5962386	EQUINOX
Registration Number:	5967867	EQUINOX
Registration Number:	6206017	EQUINOX
Registration Number:	6283404	EQUINOX
Registration Number:	6037772	O
Registration Number:	5013086	EQUINOX
Registration Number:	4512924	METCON3
Registration Number:	3557077	E
Registration Number:	3467312	EQUIFIT
Registration Number:	3388156	EQUINOX ACADEMY
Registration Number:	1796108	EQUINOX
Registration Number:	2796508	THE SPORTS CLUB/LA
Registration Number:	6846911	PRECISION RUN

Property Type	Number	Word Mark
Serial Number:	97810442	EQUINOX
Serial Number:	97334538	EQUINOX
Serial Number:	88674289	EQUINOX SPORTS CLUB
Serial Number:	88148619	EQUINOX
Serial Number:	90980717	EQX+

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2295675 TM IPSA
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	03/11/2024

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 8, 2024, (this “Agreement”), by and among Equinox Holdings, Inc., a Delaware corporation (the “Grantor”) in favor of Alter Domus (US) LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Related Equinox Intermediate Holdings Corp., a Delaware corporation (“Holdings”), Equinox Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto (excluding any “intent-to-use” (or similar) Trademark application prior to the filing with, and acceptance by, the United States Patent and Trademark Office of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use (or similar) Trademark application (or any Trademark registration resulting therefrom) under applicable Requirements of Law);

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

D. all Proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the

event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent with respect to any IP Collateral hereunder are subject to the provisions of each applicable Intercreditor Agreement. In the event of any conflict between the provisions of any Intercreditor Agreement and this Agreement, the provisions of such Intercreditor Agreement shall govern and control.

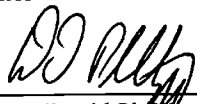
SECTION 6. Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any applicable Requirements of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

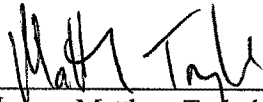
EQUINOX HOLDINGS, INC.,
as Grantor

By: 
Name: David Philipps
Title: Executive Vice President and Chief Financial
Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008365 FRAME: 0029

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Matthew Trypula
Title: Associate Counsel





[Signature Page to Intellectual Property Security Agreement]



TRADEMARK
REEL: 008365 FRAME: 0030


SCHEDULE I

TRADEMARKS

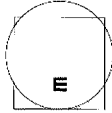



REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
EQUINOX HOLDINGS, INC.	3384480 19-FEB-2008	IT'S NOT FITNESS. IT'S LIFE.
EQUINOX HOLDINGS, INC.	4149429 29-MAY-2012	Q BY EQUINOX
EQUINOX HOLDINGS, INC.	3153005 10-OCT-2006	IT'S NOT FITNESS IT'S LIFE
EQUINOX HOLDINGS, INC.	7002996 21-MAR-2023	HIGH PERFORMANCE LIVING
EQUINOX HOLDINGS, INC.	6401660 29-JUN-2021	EQUINOX+ EQUINOX+
EQUINOX HOLDINGS, INC.	5964849 21-JAN-2020	FURTHERMORE
EQUINOX HOLDINGS, INC.	5832261 13-AUG-2019	PLATFORM X TRAIN ANYWHERE 
EQUINOX HOLDINGS, INC.	5335564 14-NOV-2017	EQUINOX
EQUINOX HOLDINGS, INC.	5421120 13-MAR-2018	TIER X
EQUINOX HOLDINGS, INC.	4983316 21-JUN-2016	I AM SOMETHING WE ARE EVERYTHING
EQUINOX HOLDINGS, INC.	4631892 04-NOV-2014	EQUINOX
EQUINOX HOLDINGS, INC.	4564322 08-JUL-2014	ETC
EQUINOX HOLDINGS, INC.	4564323 08-JUL-2014	WHIPPED!
EQUINOX HOLDINGS, INC.	4758380 23-JUN-2015	STACKED!
EQUINOX HOLDINGS, INC.	4487017 25-FEB-2014	REV

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
EQUINOX HOLDINGS, INC.	4210040 18-SEP-2012	EQUINOX
EQUINOX HOLDINGS, INC.	3675131 01-SEP-2009	FITNESS LIFESTYLE BY EQUINOX
EQUINOX HOLDINGS, INC.	4169576 10-JUL-2012	EQUINOX 
EQUINOX HOLDINGS, INC.	4173317 17-JUL-2012	EQUINOX
EQUINOX HOLDINGS, INC.	3542543 09-DEC-2008	EQUINOX
EQUINOX HOLDINGS, INC.	3381293 12-FEB-2008	E 
EQUINOX HOLDINGS, INC.	3372664 22-JAN-2008	EFTI
EQUINOX HOLDINGS, INC.	3118571 25-JUL-2006	EQUINOX
EQUINOX HOLDINGS, INC.	5874336 01-OCT-2019	HIGH PERFORMANCE LIVING
EQUINOX HOLDINGS, INC.	5757825 21-MAY-2019	EQUINOX
EQUINOX HOLDINGS, INC.	4166449 03-JUL-2012	EQUINOX 
EQUINOX HOLDINGS, INC.	3377795 05-FEB-2008	EOUINOX 
EQUINOX HOLDINGS, INC.	5697562 12-MAR-2019	EQX

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
EQUINOX HOLDINGS, INC.	6846806 13-SEP-2022	EQUINOX IT'S NOT FITNESS. IT'S LIFE.
EQUINOX HOLDINGS, INC.	5694266 12-MAR-2019	EQX
EQUINOX HOLDINGS, INC.	4416052 08-OCT-2013	E 
EQUINOX HOLDINGS, INC.	5078176 08-NOV-2016	EQUINOX
EQUINOX HOLDINGS, INC.	6944750 03-JAN-2023	Design Only
EQUINOX HOLDINGS, INC.	6616936 11-JAN-2022	WELCOME FORWARD
EQUINOX HOLDINGS, INC.	6571009 23-NOV-2021	EQUINOX+
EQUINOX HOLDINGS, INC.	6918656 06-DEC-2022	EQXTEQ
EQUINOX HOLDINGS, INC.	6901741 15-NOV-2022	POWERED BY PRIDE
EQUINOX HOLDINGS, INC.	6405016 29-JUN-2021	EQUINOX
EQUINOX HOLDINGS, INC.	6246141 12-JAN-2021	PRECISION RUN 
EQUINOX HOLDINGS, INC.	5814785 23-JUL-2019	FOR RUNNERS AND HATERS
EQUINOX HOLDINGS, INC.	5814786 23-JUL-2019	RUN REBEL, RUN
EQUINOX HOLDINGS, INC.	6725090 24-MAY-2022	EQUINOX

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
EQUINOX HOLDINGS, INC.	5808055 16-JUL-2019	PRECISION RUN
EQUINOX HOLDINGS, INC.	6547984 02-NOV-2021	EQUINOX
EQUINOX HOLDINGS, INC.	5645334 01-JAN-2019	PRECISION RUNNING LAB
EQUINOX HOLDINGS, INC.	6731972 24-MAY-2022	EQUINOX
EQUINOX HOLDINGS, INC.	5460652 01-MAY-2018	EQUINOX
EQUINOX HOLDINGS, INC.	7031220 18-APR-2023	EQUINOX
EQUINOX HOLDINGS, INC.	6216974 08-DEC-2020	FURTHERMORE
EQUINOX HOLDINGS, INC.	5298286 26-SEP-2017	THE PURSUIT
EQUINOX HOLDINGS, INC.	5287960 12-SEP-2017	PROJECT BY EQUINOX
EQUINOX HOLDINGS, INC.	5566364 18-SEP-2018	EQUIFIT
EQUINOX HOLDINGS, INC.	6222091 15-DEC-2020	EQUINOX
EQUINOX HOLDINGS, INC.	6872913 11-OCT-2022	o 
EQUINOX HOLDINGS, INC.	5088207 22-NOV-2016	THE CUT
EQUINOX HOLDINGS, INC.	5038008 06-SEP-2016	COMMIT TO SOMETHING
EQUINOX HOLDINGS, INC.	5763724 28-MAY-2019	MNR
EQUINOX HOLDINGS, INC.	5019361 09-AUG-2016	FURTHERMORE
EQUINOX HOLDINGS, INC.	4937664 12-APR-2016	ONE. WILD. RIDE.

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
EQUINOX HOLDINGS, INC.	4942247 19-APR-2016	THE PURSUIT BY EQUINOX
EQUINOX HOLDINGS, INC.	4937643 12-APR-2016	THE PURSUIT: BUILD
EQUINOX HOLDINGS, INC.	4937644 12-APR-2016	THE PURSUIT: BURN
EQUINOX HOLDINGS, INC.	4650514 02-DEC-2014	PRECISION RUNNING
EQUINOX HOLDINGS, INC.	4709269 24-MAR-2015	TREAD AND SHRED
EQUINOX HOLDINGS, INC.	4975029 07-JUN-2016	EQUINOX
EQUINOX HOLDINGS, INC.	4960468 17-MAY-2016	EQUINOX
EQUINOX HOLDINGS, INC.	4158850 12-JUN-2012	FIGURE 4
EQUINOX HOLDINGS, INC.	4724027 21-APR-2015	EQUINOX
EQUINOX HOLDINGS, INC.	5003537 19-JUL-2016	EQUINOX
EQUINOX HOLDINGS, INC.	4510967 08-APR-2014	EQUINOX
EQUINOX HOLDINGS, INC.	4038763 11-OCT-2011	EQUINOX
EQUINOX HOLDINGS, INC.	3722700 08-DEC-2009	EQUINOX
EQUINOX HOLDINGS, INC.	1903842 04-JUL-1995	EQUINOX
EQUINOX HOLDINGS, INC.	1900162 13-JUN-1995	EQUINOX
EQUINOX HOLDINGS, INC.	6540289 26-OCT-2021	INNERHEAT
EQUINOX HOLDINGS, INC.	6234595 29-DEC-2020	EQX ONE
EQUINOX HOLDINGS, INC.	5951500 31-DEC-2019	LIVE BETTER. LOVE BETTER. STRIVE HARDER. BE BOLDER. DANCE LONGER. EXPLORE FURTHER. QUESTION DEEPER. DREAM BIGGER. CLIMB HIGHER. SEEK GREATER.

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
EQUINOX HOLDINGS, INC.	5830341 06-AUG-2019	MASTER OF ONE
EQUINOX HOLDINGS, INC.	5830246 06-AUG-2019	EQUINOX
EQUINOX HOLDINGS, INC.	5776410 11-JUN-2019	THE MUSE
EQUINOX HOLDINGS, INC.	6531029 19-OCT-2021	E BY EQUINOX
EQUINOX HOLDINGS, INC.	6531030 19-OCT-2021	E 
EQUINOX HOLDINGS, INC.	5962386 14-JAN-2020	EQUINOX
EQUINOX HOLDINGS, INC.	5967867 21-JAN-2020	EQUINOX
EQUINOX HOLDINGS, INC.	6206017 24-NOV-2020	EQUINOX
EQUINOX HOLDINGS, INC.	6283404 02-MAR-2021	EQUINOX
EQUINOX HOLDINGS, INC.	6037772 21-APR-2020	O 
EQUINOX HOLDINGS, INC.	5013086 02-AUG-2016	EQUINOX 
EQUINOX HOLDINGS, INC.	4512924 08-APR-2014	METCON3
EQUINOX HOLDINGS, INC.	3557077 06-JAN-2009	E 

Schedule I to Intellectual Property Security Agreement

TRADEMARK
REEL: 008365 FRAME: 0036

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
EQUINOX HOLDINGS, INC.	3467312 15-JUL-2008	EQUIFIT
EQUINOX HOLDINGS, INC.	3388156 26-FEB-2008	EQUINOX ACADEMY
EQUINOX HOLDINGS, INC.	1796108 28-SEP-1993	EQUINOX
EQUINOX HOLDINGS, INC.	2796508 23-DEC-2003	THE SPORTS CLUB/LA 
EQUINOX HOLDINGS, INC.	6846911 Sep. 13, 2022	PRECISION RUN

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO./DATE	TRADEMARK
EQUINOX HOLDINGS, INC.	97810442 24-FEB-2023	EQUINOX
EQUINOX HOLDINGS, INC.	97334538 28-MAR-2022	EQUINOX
EQUINOX HOLDINGS, INC.	88674289 30-OCT-2019	EQUINOX SPORTS CLUB
EQUINOX HOLDINGS, INC.	88148619 09-OCT-2018	EQUINOX
EQUINOX HOLDINGS, INC.	90980717 Jan. 25, 2021	EQX+

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	DESCRIPTION
Equinox Holdings, Inc.	11148032	Exercise class apparatus and method

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Equinox Holdings, Inc.	17472099	Exercise class apparatus and method

SCHEDULE III

COPYRIGHTS

COPYRIGHT	JURISDICTION	REG. NO.	REG. DATE	REGISTERED OWNER
LIFE mantra.	USA	TXu002131933	January 17, 2019	Equinox Holdings, Inc
LIFE - FINAL SCRIPT.	USA	TX 008692637	January 17, 2019	Equinox Holdings, Inc

COPYRIGHT APPLICATIONS

None.