

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SoulCycle Inc.		03/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	901 Main Street, 14th Floor		
<b>Internal Address:</b>	Mail code: TX1-492-14-06		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4874832	SOULCYCLE	
<b>Registration Number:</b>	4829066	SOUL	
<b>Registration Number:</b>	4829056	SOUL	
<b>Registration Number:</b>	4838481	SOULCYCLE	
<b>Serial Number:</b>	85983950		
<b>Serial Number:</b>	86789088	TAP IT BACK	
<b>Serial Number:</b>	86809053	SOUL101	
<b>Serial Number:</b>	86809037	SOULCHALLENGE	
<b>Serial Number:</b>	86280819	FIND YOUR SOUL	
<b>Serial Number:</b>	86834239	FIND YOUR SOUL	
<b>Serial Number:</b>	86857084	SOUL	
<b>Serial Number:</b>	86014892	SOULCYCLE	
<b>Serial Number:</b>	86014899		
<b>Serial Number:</b>	86104495	SOUL	
<b>Serial Number:</b>	86104515	SOUL	
<b>Serial Number:</b>	86113908	SOULCYCLE	
<b>Serial Number:</b>	86357287		

OP \$440.00 4874832

**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.*

**Email:** michael.barys@thomsonreuters.com**Correspondent Name:** Elaine Carrera, Legal Assistant**Address Line 1:** 80 Pine Street**Address Line 2:** c/o Cahill Gordon & Reindal LLP**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	04/11/2016
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**Total Attachments: 7**

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## Trademark Security Agreement

Trademark Security Agreement, dated as of March 30, 2016, by SoulCycle Inc. (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of May 15, 2015 (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 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:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

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 here- to 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 other- wise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

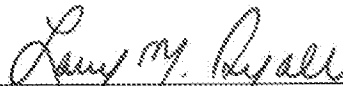
[signature page follows]

IN WITNESS WHEREOF, the 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,

SOULCYCLE INC.

By:



Name: Larry M. Segal

Title: Executive Vice President and CFO



Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

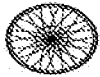

By:   
Name: Tiffany Shin  
Title: Vice President

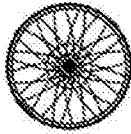



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
SoulCycle Inc.	4874832	SOULCYCLE
SoulCycle Inc.	4829066	SOUL
SoulCycle Inc.	4829056	
SoulCycle Inc.	4838481	

**Trademark Applications:**

<b>OWNER</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
SoulCycle Inc.		85983950 07/22/2011	Pending
SoulCycle Inc.	TAP IT BACK	86789088 10/15/2015	Pending
SoulCycle Inc.	SOUL101	86809053 11/04/2015	Pending
SoulCycle Inc.	SOULCHALLENGE	86809037 11/04/2015	Pending
SoulCycle Inc.	FIND YOUR SOUL	86280819 05/14/2014	Pending ITU
SoulCycle Inc.	FIND YOUR SOUL	86834239 11/30/2015	Pending
SoulCycle Inc.		86857084 12/22/15	Pending

SoulCycle Inc.	SOULCYCLE	86014892 07/19/2013	Pending ITU
SoulCycle Inc.		86014899 07/19/2013	Pending ITU
SoulCycle Inc.	SOUL	86104495 10/29/2013	Pending
SoulCycle Inc.		86104515 10/29/2013	Pending ITU
SoulCycle Inc.		86113908 11/08/2013	Pending ITU
SoulCycle Inc.		86357287 08/05/2014	Pending ITU