

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI163825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest (Reel 6968 / Frame 0945)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		03/08/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	Equinox Holdings, Inc.
Street Address:	31 Hudson Yards
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Corporation: DELAWARE
Company Name:	Juice Creations LLC
Street Address:	c/o Equinox Holdings, Inc.
Internal Address:	31 Hudson Yards
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

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:	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

TRADEMARK

REEL: 008397 FRAME: 0500

900847498

OP \$1090.00.00 86025586

Property Type	Number	Word Mark
Registration Number:	5776410	THE MUSE
Registration Number:	5460652	EQUINOX
Registration Number:	5335564	EQUINOX
Registration Number:	5694266	EQX
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 THE NEXT BIG THING. COMMIT TO SOMETHING.
Serial Number:	88487960	INNERHEAT
Serial Number:	88226613	LIVE BETTER. LOVE BETTER. STRIVE HARDER. BE BOLDER. EXPLORE FURTHER. DREAM BIGGER.
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:

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:

8007130755

TRADEMARK

REEL: 008397 FRAME: 0501

Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Michael Violet

SIGNATURE: Michael Violet

DATE SIGNED: 04/12/2024

Total Attachments: 10

source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page1.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page2.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page3.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page4.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page5.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page6.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page7.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page8.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page9.tif
source=06. Equinox - Second Lien Trademark Security Agreement Release (2020)#page10.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 8, 2024 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Priority Security Agreement, dated as of March 8, 2017, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a lien on and security interest in and to all of its right, title and interest in, to and under certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of June 11, 2020 (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 June 11, 2020 at Reel/Frame 6968/0945;

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 or Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in, to or under the Trademark Collateral under the 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 Grantors.

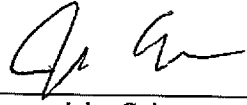
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors 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 Grantors, at the Grantors’ 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:

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as Collateral Agent
for the Lenders**

By:  _____

Name: Jake Cohan


Title: Authorized Signatory

GRANTORS:
EQUINOX HOLDINGS, INC.
JUICE CREATIONS LLC

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as Collateral Agent
for the Lenders**

By: _____
Name:
Title:

GRANTORS:
EQUINOX HOLDINGS, INC.
JUICE CREATIONS LLC

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

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