

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Soulcycle, LLC		09/07/2011	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	City National Bank
<b>Street Address:</b>	555 South Flower Street, 16th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3650759	
Registration Number:	3824895	
Registration Number:	3824897	
Registration Number:	3844347	
Registration Number:	3647325	MINDBODYCARDIO
Registration Number:	3824896	SOULCYCLE
Registration Number:	3824906	SOULCYCLE
Registration Number:	3844345	SOULCYCLE
Registration Number:	3264026	SOULCYCLE
Registration Number:	2496683	SOUL WATER
Serial Number:	77896201	
Serial Number:	77896205	
Serial Number:	85173467	
Serial Number:	77896078	SOULCYCLE

**TRADEMARK**

**900202801**

**REEL: 004627 FRAME: 0940**

**CH \$565.00 3650759**

Serial Number:	77896084	SOULCYCLE
Serial Number:	85173479	SOULWATER
Serial Number:	85378869	
Serial Number:	85378864	SOULCYCLE
Serial Number:	85378863	
Serial Number:	85378857	SOULCYCLE
Serial Number:	85378848	
Serial Number:	85378841	SOULCYCLE

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
Phone: 202-739-3000  
Email: jennifer.evans@morganlewis.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Morgan, Lewis & Bockius LLP  
Address Line 1: 1111 Pennsylvania Avenue, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	018450-0047
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jennifer c evans/
Date:	09/22/2011

**Total Attachments: 10**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of September 2011, by and among the Grantor listed on the signature pages hereof (the "Grantor"), and CITY NATIONAL BANK, a national banking association ("CNB").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 28, 2010 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"), by and between EQUINOX HOLDINGS, INC., a Delaware corporation ("Borrower"), and CNB, CNB has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, CNB is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to CNB that certain Joinder No. 8 to the Security Agreement, dated as of the date hereof, to that certain Security Agreement, dated as of January 28, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to CNB this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants to CNB, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademarks and Trademark Intellectual Property Licenses are included in Collateral) to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, to CNB, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to CNB pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of CNB with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to CNB with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes CNB unilaterally to modify this Trademark Security Agreement solely by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from CNB's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction,

repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, with respect to Letters of Credit and L/C Undertakings, providing cash collateral or a back-stop letter of credit in form and substance reasonably satisfactory to CNB from an issuer satisfactory to CNB) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL.

(a) THIS TRADEMARK SECURITY AGREEMENT, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

(b) BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT CNB MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST THE GRANTOR OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SECTION 8. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) THE GRANTOR WAIVES PERSONAL SERVICE OF PROCESS AND IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN CARE OF BORROWER IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.3 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF

ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) EACH PARTY HERETO HEREBY (i) EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND (ii) AGREES AND CONSENTS THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

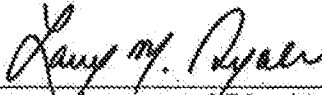
[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SOULCYCLE, LLC

By:

  
Name: Larry M. Ryan  
Title: VP/COO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004627 FRAME: 0946

CNB:

ACCEPTED AND ACKNOWLEDGED BY:

CITY NATIONAL BANK,  
a national banking association

By: \_\_\_\_\_

Name:

Title:



Charles Hill

Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004627 FRAME: 0947



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

1. Registered Trademarks

	Country	Case Type / Mark Name	Reg. No.	Reg. Date
1.	USA	Regular FULL WHEEL Design 09	3650759	07/07/2009
2.	USA	Regular FULL WHEEL Design 09	3824895	07/27/2010
3.	USA	Regular FULL WHEEL Design 09	3824897	07/27/2010
4.	USA	Regular FULL WHEEL Design 09	3844347	09/07/2010
5.	USA	Regular MINDBODYCARDIO	3647325	06/30/2009
6.	USA	Regular SOULCYCLE (word mark)	3824896	07/27/2010
7.	USA	Regular SOULCYCLE (word mark)	3824906	07/27/2010
8.	USA	Regular SOULCYCLE (word mark)	3844345	09/07/2010
9.	USA	Regular SOULCYCLE (word mark)	3264026	07/17/2007
10.	USA	Regular SOULWATER	2496683	10/09/2001

2. Trademark Applications

	Country	Case Type / Mark Name	App. No.	App. Date	Status
1.	USA	Intent to Use Application FULL WHEEL Design 09	77896201	12/17/2009	Allowed
2.	USA	Intent to Use Application FULL WHEEL Design 09	77896205	12/17/2009	Allowed
3.	USA	Intent to Use Application FULL WHEEL Design 09	85173467	11/10/2010	Allowed
4.	USA	Intent to Use Application SOULCYCLE (word mark)	77896078	12/17/2009	Allowed
5.	USA	Intent to Use Application SOULCYCLE (word mark)	77896084	12/17/2009	Allowed

	Country	Case Type / Mark Name	App. No.	App. Date	Status
6.	USA	Intent to Use Application SOULWATER	85173479	11/10/2010	Allowed
7.	USA	Intent to Use Application FULL WHEEL Design	85378869	07/22/2011	Filed
8	USA	Intent to Use Application SOULCYCLE (word mark)	85378864	07/22/2011	Filed
9	USA	Intent to Use Application FULL WHEEL Design	85378863	07/22/2011	Filed
10	USA	Intent to Use Application SOULCYCLE (word mark)	85378857	07/22/2011	Filed
11.	USA	Intent to Use Application FULL WHEEL Design	85378848	07/22/2011	Filed
12.	USA	Intent to Use Application SOULCYCLE (word mark)	85378841	07/22/2011	Filed
13.	Canada	SOULCYCLE (word mark)	1,508,902	12/23/2010	Filed
14.	Canada	FULL WHEEL Design	1,508,903	12/23/2010	Filed
15.	OHIM (Europe)	FULL WHEEL Figurative	009957002	5/10/2011	Filed
16.	OHIM (Europe)	SOULCYCLE (word mark)	009956988	5/10/2011	Filed

3. Domain name registrations:

CARDIOHOUSE.COM  
COLECYCLE.COM  
COLE-CYCLE.COM  
COLECYCLE.NET  
COLE-CYCLE.NET  
CYCLE-BAND.COM  
CYCLE-BANDS.COM  
DRINKSOULWATER.COM  
EQUISOUL.COM  
MYSOULWATER.COM  
SOUL2O.COM  
SOUL-ATHLETE.COM  
SOUL-BABY.COM  
SOUL-BANDS.COM  
SOULBODY.COM  
SOULBODY.TV  
SOUL-CHILD.COM  
SOUL-CLASSES.COM

SOUL-CLEANSE.COM  
SOUL-COMMUNITY.COM  
SOUL-COOLER.COM  
SOUL-CORE.COM  
SOUL-CYCLE.CO.UK  
SOUL-CYCLE.COM  
SOULCYCLE.COM.ES  
SOUL-CYCLE.COM.ES  
SOULCYCLE.DE  
SOUL-CYCLE.DE  
SOULCYCLE.ES  
SOUL-CYCLE.ES  
SOULCYCLE.FR  
SOUL-CYCLE.FR  
SOULCYCLE.IT  
SOUL-CYCLE.IT  
SOUL-CYCLE.NET  
SOUL-CYCLE.ORG  
SOULCYCLE.TV  
SOUL-CYCLE.TV  
SOULCYCLEBAND.COM  
SOULCYCLEBAND.NET  
SOULCYCLEBAND.ORG  
SOULCYCLEBAND.TV  
SOULCYCLEBANDS.COM  
SOULCYCLEBANDS.NET  
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SOULCYCLEBANDS.TV  
SOULCYCLETV.COM  
SOUL-CYCLETV.COM  
SOULCYCLETV.NET  
SOUL-CYCLETV.NET  
SOULCYCLETV.ORG  
SOULCYCLETV.TV  
SOUL-CYCLETV.TV  
SOUL-DJ.COM  
SOUL-FITNESS.NET  
SOUL-FITNESS.ORG  
SOULFITNESS.TV  
SOUL-FITNESS.TV  
SOUL-FOUNDATION.ORG  
SOUL-GEAR.COM  
SOUL-GODDESS.COM  
SOULGYM.COM  
SOUL-GYM.COM  
SOULGYM.NET  
SOUL-GYM.NET  
SOUL-GYM.ORG  
SOULGYM.TV  
SOUL-GYM.TV  
SOULH20.COM

SOUL-HAMPTONS.COM  
SOULINC.COM  
SOUL-INFO.COM  
SOUL-INSTRUCTION.COM  
SOUL-INSTRUCTORS.COM  
SOUL-JOBS.COM  
SOUL-NUTRITION.COM  
SOUL-PHYSIQUE.COM  
SOUL-PRESS.COM  
SOUL-RETREAT.COM  
SOUL-SCULPT.COM  
SOUL-SERVICE.ORG  
SOUL-SHOP.COM  
SOUL-SPACE.COM  
SOUL-STORY.COM  
SOUL-STRETCH.COM  
SOUL-TEEN.COM  
SOUL-TRIP.COM  
SOULTRIP.ORG  
SOUL-TUNES.COM  
SOUL-WARRIOR.COM  
SOULWATER.COM  
SOULWATER.TV  
THESOULWATER.COM  
THESOULWATER.NET  
THESOULWATER.ORG  
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4. Trademark Licenses

None.