

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		12/02/2014	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SoulCycle, LLC		
<b>Street Address:</b>	895 Broadway		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4176402	SOULWATER	
<b>Registration Number:</b>	4218194	SOULCYCLE	
<b>Registration Number:</b>	3844347		
<b>Registration Number:</b>	3844345	SOULCYCLE	
<b>Registration Number:</b>	3824906	SOULCYCLE	
<b>Registration Number:</b>	3824897		
<b>Registration Number:</b>	3824896	SOULCYCLE	
<b>Registration Number:</b>	3824895		
<b>Registration Number:</b>	3650759		
<b>Registration Number:</b>	3647325	MINDBODYCARDIO	
<b>Registration Number:</b>	3264026	SOULCYCLE	
<b>Registration Number:</b>	2496683	SOUL WATER	
<b>Serial Number:</b>	85378863		
<b>Serial Number:</b>	85378857	SOULCYCLE	
<b>Serial Number:</b>	85788260	SEE YOU ON A BIKE	
<b>Serial Number:</b>	85173467		
<b>Serial Number:</b>	85748957	SOULSURVIVOR	
<b>Serial Number:</b>	85748947	SOULTEEN	
<b>TRADEMARK</b>			

CH \$665.00 4176402

Property Type	Number	Word Mark
Serial Number:	85748932	SOULBANDS
Serial Number:	85378869	
Serial Number:	85378864	SOULCYCLE
Serial Number:	85378848	
Serial Number:	85378841	SOULCYCLE
Serial Number:	77896201	
Serial Number:	77896205	
Serial Number:	77896078	SOULCYCLE

**CORRESPONDENCE DATA**

**Fax Number:** 3026365454  
*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:** 800-927-9801 x 62348  
**Email:** jpaterso@cscinfo.com  
**Correspondent Name:** Corporation Service Company  
**Address Line 1:** 1090 Vermont Avenue NW, Suite 430  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	398845-5
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	12/03/2014

**Total Attachments: 5**  
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## RELEASE OF SECOND PRIORITY SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 2, 2014 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (the "Second Lien Collateral Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Second Priority Security Agreement, dated as of February 1, 2013, by and among the Second Lien Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Second Lien Collateral Agent, in its capacity as Second Lien Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement (second lien), dated as of February 1, 2013 (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 April 23, 2013 at Reel/Frame 5011/0376;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Second Lien Collateral 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 the Trademark Security Agreement, as applicable.
2. Release. The Second Lien Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Pledged Collateral under the Trademark Security Agreement, including the trademark registrations and applications set forth Schedule I attached hereto (collectively, "Trademark Collateral"). If and to the extent that the Second Lien Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Second Lien Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Second Lien Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Second Lien Collateral Agent agrees to take all further actions, and provide to the Grantor 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 Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the Laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Second Lien Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A.,**  
acting in its capacity as Second Lien Collateral  
Agent

By: Angela Lau

Name: Angela Lau

Title: Vice President

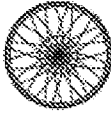
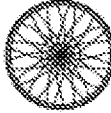
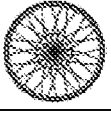
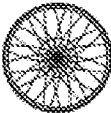
**GRANTORS:**  
SoulCycle, LLC

[Signature Page to Second Lien Trademark Release]

**TRADEMARK**  
**REEL: 005412 FRAME: 0026**

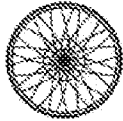
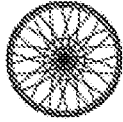
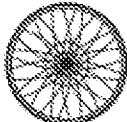
**SCHEDULE I**  
**to**  
**RELEASE OF TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

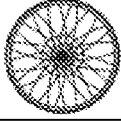
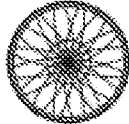
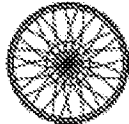
**Trademark Registrations:**

<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SoulCycle, LLC	SOULWATER	85173479	11/10/2010	4176402	07/17/2012
SoulCycle, LLC	SOULCYCLE	77896084	12/17/2009	4218194	12/02/2012
SoulCycle, LLC	Design 	77896895	12/18/2009	3844347	09/07/2010
SoulCycle, LLC	SOULCYCLE	77896727	12/18/2009	3844345	09/07/2010
SoulCycle, LLC	SOULCYCLE	77896569	12/18/2009	3824906	07/27/2010
SoulCycle, LLC	Design 	77896501	12/18/2009	3824897	07/27/2010
SoulCycle, LLC	SOULCYCLE	77896498	12/18/2009	3824896	07/27/2010
SoulCycle, LLC	Design 	77896495	12/18/2009	3824895	07/27/2010
SoulCycle, LLC	Design 	776368343	12/19/2008	3650759	07/07/2009
SoulCycle, LLC	MINDBODYCARDIO	77631756	12/12/2008	3647325	06/30/2009

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
SoulCycle, LLC	SOULCYCLE	77001399	09/18/2006	3264026	07/17/2007
SoulCycle, LLC	SOUL WATER	75597947	12/02/1998	2496683	10/09/2001

**Trademark Applications:**

Owner	Trademark	Serial No.	Filing Date
SoulCycle, LLC	Design 	85378863	07/22/2011
SoulCycle, LLC	SOULCYCLE	85378857	07/22/2011
SoulCycle, LLC	SEE YOU ON A BIKE	85788260	11/27/2012
SoulCycle, LLC	Design 	85173467	11/10/2011
SoulCycle, LLC	SOULSURVIVOR	85748957	10/09/2012
SoulCycle, LLC	SOULTEEN	85748947	10/09/2012
SoulCycle, LLC	SOULBANDS	85748932	10/09/2012
SoulCycle, LLC	Design 	85378869	07/22/2011
SoulCycle, LLC	SOULCYCLE	85378864	07/22/2011

Owner	Trademark	Serial No.	Filing Date
SoulCycle, LLC	Design 	85378848	07/22/2011
SoulCycle, LLC	SOULCYCLE	85378841	07/22/2011
SoulCycle, LLC	Design 	77896201	12/17/2009
SoulCycle, LLC	Design 	77896205	12/17/2009
SoulCycle, LLC	SOULCYCLE	77896078	12/17/2009