

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PELTON INTERACTIVE, INC.		11/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4580888	PELTON	
<b>Registration Number:</b>	5200495	PELTON	
<b>Registration Number:</b>	4565106	P	
<b>Registration Number:</b>	5202624	PELTON	
<b>Serial Number:</b>	87394247	PELTON	
<b>Serial Number:</b>	87581136	ONE PELTON	
<b>Serial Number:</b>	87554480	P	
<b>Serial Number:</b>	87554558	P	
<b>Serial Number:</b>	86827542	PELTON FITNESS	
<b>Serial Number:</b>	86841779	RIDE AND SHINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<i>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.</i>			
<b>Phone:</b>	(650) 251-5094		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Linda Nyberg		
<b>Address Line 1:</b>	2475 Hanover Street		

CH \$265.00 4580888

<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2084
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	11/03/2017
<b>Total Attachments: 5</b> source=Peloton - EXECUTED VERSION - Trademark Security Agreement#page1.tif source=Peloton - EXECUTED VERSION - Trademark Security Agreement#page2.tif source=Peloton - EXECUTED VERSION - Trademark Security Agreement#page3.tif source=Peloton - EXECUTED VERSION - Trademark Security Agreement#page4.tif source=Peloton - EXECUTED VERSION - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of November 3, 2017, is entered into by PELOTON INTERACTIVE, INC., a Delaware corporation (the “Grantor”) in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of November 3, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, the Lenders and the Administrative Agent.

**WHEREAS**, the Grantor has executed and delivered that Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (the “Security Agreement”) pursuant to which the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below);

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby collaterally assigns to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, to and under all Trademarks and Trademark Licenses, including without limitation, those items set forth on Schedule A hereto, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement with the United States Patent and Trademark Office.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by email or telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

PELTON INTERACTIVE, INC., as Grantor

By: 

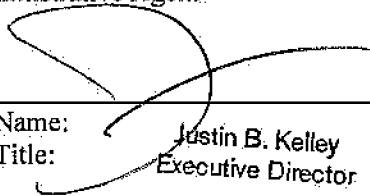
Name: Lisa Klinger

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006196 FRAME: 0314**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent.




By:   
Name: Justin B. Kelley  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006196 FRAME: 0315**

SCHEDULE A

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>App./Reg. Number</b>	<b>Status</b>
PELTON	4580888	Registered
PELTON	87394247	Pending
ONE PELTON	87581136	Pending
	87554480	Pending
	87554558	Pending
PELTON	5200495	Registered
	4565106	Registered
PELTON	5202624	Registered
PELTON FITNESS	86827542	Pending
RIDE AND SHINE	86841779	Pending

**Exclusive Trademark Licenses**

None.