

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3823713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SOULCYCLE INC.	08/14/2015
SOULCYCLE INTERMEDIATE HOLDINGS INC.	08/14/2015
<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>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8882641
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	michael.barys@thomsonreuters.com
<b>Correspondent Name:</b>	ELAINE CARRERA, LEGAL ASSISTANT
<b>Address Line 1:</b>	80 PINE STREET
<b>Address Line 2:</b>	C/O CAHILL GORDON & REINDAL LLP
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	04/11/2016
<b>Total Attachments: 6</b>	
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### Patent Security Agreement

**Patent Security Agreement**, dated as of August 14, 2015, by SoulCycle Inc. and SoulCycle Intermediate Holdings Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), 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 Pledgors are 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 Pledgors are required to execute and deliver this Patent 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 Pledgors hereby agree 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 Patent Collateral. Each 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 such Pledgor:

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 Patent 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 Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement 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.

[signature page follows]

Annex B- 1

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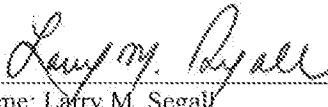
**PATENT**  
**REEL: 038400 FRAME: 0776**

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

[PLEDGORS]

By:

  
Name: Larry M. Segall  
Title: Executive Vice President and CFO

Annex B- 1

LEGAL\_US\_E # 114658294.7 71917 00040

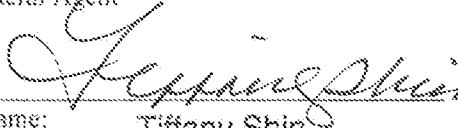
**PATENT**  
**REEL: 038400 FRAME: 0777**

Accepted and Agreed:

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

By:

Name:

  
Tiffany Shin  
Vice President

Annex B-1

LEGAL\_US\_E # 11-0582947 7/17/17 0000

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT  
PATENT REGISTRATIONS AND PATENT  
APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	TITLE
SoulCycle Inc.	8882641	Exercise Apparatus & Method of Using

Patent Applications:

OWNER	TITLE	TITLE
N/A	None	N/A

Annex B- 1

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