

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731759

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PELTON INTERACTIVE, INC.		05/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN ST.		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	5575295	AIQUDO	
Registration Number:	3354938	AMT	
Registration Number:	4700240	ASSURANCE SERIES	
Registration Number:	5586443	ATLAS	
Registration Number:	2433605	CROSSRAMP	
Serial Number:	88682529	DESIGNED FOR MOVING ENVIRONMENTS	
Registration Number:	2152618	EFX	
Registration Number:	2169751		
Registration Number:	4668480	ENERGY SERIES	
Serial Number:	97330590	FITNESS FLIPPED	
Registration Number:	4956913	FITNESS MADE PERSONAL	
Registration Number:	2299834	GROUND EFFECTS	
Registration Number:	3672133	ICARIAN	
Serial Number:	90838668	LANEBREAK	
Registration Number:	4692851	MAKING IT YOURS... WORKS!	
Registration Number:	2754123	MOVE BEYOND	
Serial Number:	88003944	P	
Registration Number:	5810590	P	

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Property Type	Number	Word Mark
Serial Number:	90512813	P
Serial Number:	90578645	P
Serial Number:	90751553	P
Registration Number:	6307659	P
Serial Number:	90292821	P
Serial Number:	90565027	PELO
Serial Number:	90751556	PELO
Serial Number:	87984081	PELTON
Registration Number:	5810555	PELTON
Registration Number:	5997798	PELTON
Registration Number:	6565361	PELTON
Serial Number:	90512815	PELTON
Serial Number:	90578637	PELTON
Serial Number:	90751551	PELTON
Serial Number:	90292026	PELTON
Registration Number:	5729062	PELTON TREAD
Registration Number:	1282674	PRECOR
Registration Number:	4056916	PRECOR
Registration Number:	4803698	PRECOR
Registration Number:	5947486	PRECOR
Registration Number:	3642753	PRECOR
Registration Number:	3118441	PRECOR HOME FITNESS
Registration Number:	4154521	PREVA
Registration Number:	5737510	Q ACTIONS
Registration Number:	6540200	RESOLUTE
Registration Number:	6329185	STUDIO 7
Serial Number:	90531567	THE COMEBACK
Registration Number:	5928561	TIME TO ACTION
Serial Number:	90590444	TOGETHER WE GO FAR
Registration Number:	5575296	VOICE TO ACTION
Registration Number:	4630230	ADVANCED MOVEMENT DESIGN
Registration Number:	4654065	PRECISION SERIES
Registration Number:	3118453	PRECOR
Registration Number:	5187302	QUEENAX

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592
Email: ksolomon@stblaw.com
Correspondent Name: COURTNEY WELSHIMER, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2414

NAME OF SUBMITTER: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 06/01/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of May 25, 2022, 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), among the Grantor, the Lenders and the Administrative Agent.

WHEREAS, the Grantor has executed and delivered that Security Agreement, dated as of November 3, 2017, 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.

PELOTON INTERACTIVE, INC., as Grantor

By: 
Name: Jill Woodworth
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

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

By: Lauren Shake

Name: Lauren Shake
Title: Authorized Officer








[Signature Page to Trademark Security Agreement]

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SCHEDULE A

U.S. Trademark Registrations and Applications

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States of America	AIQUDO	87/809,790	Feb 24 2018	5575295	Oct 2 2018	Registered	Peloton Interactive, Inc.
United States of America	AMT	77/040,267	Nov 9 2006	3354938	Dec 18 2007	Registered	Peloton Interactive, Inc.
United States of America	ASSURANCE SERIES	85/767,711	Oct 31 2012	4700240	Mar 10 2015	Registered	Peloton Interactive, Inc.
United States of America	ATLAS	86/393,962	Sep 12 2014	5586443	Oct 16 2018	Registered	Peloton Interactive, Inc.
United States of America	CROSSRAMP	76/014028	Mar 31 2000	2433605	Mar 6 2001	Registered	Peloton Interactive, Inc.
United States of America	DESIGNED FOR MOVING ENVIRONMENTS	88682529	Nov 6 2019			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	EFX	75/319,367	Jul 3 1997	2152618	Apr 21 1998	Registered	Peloton Interactive, Inc.
United States of America	Ellipse Logo 	75/355,790	Sep 10 1997	2169751	Jun 30 1998	Registered	Peloton Interactive, Inc.
United States of America	ENERGY SERIES	86/084,022	Oct 7 2013	4668480	Jan 6 2015	Registered	Peloton Interactive, Inc.
United States of America	FITNESS FLIPPED	97/330,590	Mar 25 2022			Pending	Peloton Interactive, Inc.
United States of America	FITNESS MADE PERSONAL	86/506,003	Jan 16 2015	4956913	May 10 2016	Registered	Peloton Interactive, Inc.
United States of America	GROUND EFFECTS	75/561,386	Sep 28 1998	2299834	Dec 14 1999	Registered	Peloton Interactive, Inc.
United States of America	ICARIAN	77/625,518	Dec 3 2008	3672133	Aug 25 2009	Registered	Peloton Interactive, Inc.
United States of America	LANEBREAK	90/838,668	Jul 20 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	MAKING IT YOURS... WORKS!	85/788,197	Nov 27 2012	4692851	Feb 24 2015	Registered	Peloton Interactive, Inc.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States of America	MOVE BEYOND	76359438	Jan 16 2002	2754123	Aug 19 2003	Registered	Peloton Interactive, Inc.
United States of America	 P Logo	88/003,944	Jun 18 2018			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	 P Logo	88/016,860	Jun 27 2018	5810590	Jul 23 2019	Registered	Peloton Interactive, Inc.
United States of America	 P Logo	90/512,813	Feb 5 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	 P Logo	90/578,645	Mar 15 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	 P Logo	90/751,553	Jun 3 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	 P Logo	90112259	Aug 13 2020	6307659	Mar 30 2021	Pending	Peloton Interactive, Inc.
United States of America	 P Logo	90292821	Nov 2 2020			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	PELO	90/565,027	Mar 8 2021			Pending (Intent to Use)	Peloton Interactive, Inc.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States of America	PELO	90/751,556	Jun 3 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	PELTON	87/984081	Mar 31 2017			Pending	Peloton Interactive, Inc.
United States of America	PELTON	88/003,867	Jun 18 2018	5810555	Jul 23 2019	Registered	Peloton Interactive, Inc.
United States of America	PELTON	88/004,649	Jun 18 2018	5997798	Feb 25 2020	Registered	Peloton Interactive, Inc.
United States of America	PELTON	90/103,407	Aug 10 2020	6565361	Nov 23 2021	Registered	Peloton Interactive, Inc.
United States of America	PELTON	90/512,815	Feb 5 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	PELTON	90/578,637	Mar 15 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	PELTON	90/751,551	Jun 3 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	PELTON	90292026	Nov 2 2020			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	PELTON TREAD	87/746,853	Jan 8 2018	5729062	Apr 16 2019	Registered	Peloton Interactive, Inc.
United States of America	PRECOR	73/432,663	Jun 30 1983	1282674	Jun 19 1984	Registered	Peloton Interactive, Inc.
United States of America	PRECOR	77/919,495	Jan 25 2010	4056916	Nov 15 2011	Registered	Peloton Interactive, Inc.
United States of America	PRECOR	86/512,942	Jan 23 2015	4803698	Sep 1 2015	Registered	Peloton Interactive, Inc.
United States of America	PRECOR	88/177,885	Nov 1 2018	5947486	Dec 31 2019	Registered	Peloton Interactive, Inc.
United States of America	PRECOR and Design	77/607,558	Nov 5 2008	3642753	Jun 23 2009	Registered	Peloton Interactive, Inc.
							
United States of America	PRECOR HOME FITNESS	78/623,974	May 5 2005	3118441	Jul 18 2006	Registered	Peloton Interactive, Inc.
United States of America	PREVA	77/919,500	Jan 25 2010	4154521	Jun 5 2012	Registered	Peloton Interactive, Inc.
United States of America	Q ACTIONS	87/809,792	Feb 24 2018	5737510	Apr 30 2019	Registered	Peloton Interactive, Inc.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States of America	QUEENAX THE FIFTH DIMENSION OF TRAINER & Design 	79/163,457	Nov 20 2014	5038347	Nov 20 2014	Registered	Peloton Interactive, Inc.
United States of America	RESOL UTE	88177882	Nov 1 2018	6540200	Oct 26 2021	Registered	Peloton Interactive, Inc.
United States of America	STUDIO 7	87/947,301	Jun 4 2018	6329185	Apr 20 2021	Registered	Peloton Interactive, Inc.
United States of America	THE COMEBACK	90/531,567	Feb 17 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	TIME TO ACTION	88/269,831	Jan 21 2019	5928561	Dec 3 2019	Registered	Peloton Interactive, Inc.
United States of America	TOGETHER WE GO FAR	90/590,444	Mar 19 2021			Pending (Intent to Use)	Peloton Interactive, Inc.
United States of America	VOICE TO ACTION	87/809,791	Feb 24 2018	5575296	Oct 2 2018	Registered	Peloton Interactive, Inc.
United States of America	ADVANCED MOVEMENT DESIGN	86300311	Jun 4 2014	4630230	Oct 28 2014		Peloton Interactive, Inc.
United States of America	PRECISION SERIES	86084009	Oct 7 2013	4654065	Dec 9 2014		Peloton Interactive, Inc.
United States of America	PRECOR	787/45723	Nov 2 2005	3118453	Jul 18 2006		Peloton Interactive, Inc.
United States of America	QUEENAX	86721608	Aug 11 2015	5187302	Apr 18 2017		Peloton Interactive, Inc.