

12/12/03

12-17-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **The Bank of New York**

- Individual(s) Association General Partnership Limited Partnership [X] Corporation-State New York Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name [X] Other Termination and Release of Security Interest

Execution Date: 12/9/2003

2. Name and address of receiving party(ies)

Name: Equinox Holdings, Inc. Internal Address: Street Address: 895 Broadway City: New York State: NY Zip: 10003

- Individual(s) citizenship Association General Partnership Limited Partnership [X] Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) (see Rider 4A Trademark Applications)

B. Trademark Registration No.(s) (see Rider 4B Trademark Registrations)

Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lesley Morisset Internal Address: Debevoise & Plimpton Street Address: 919 Third Avenue City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41) \$1,040.00

- [X] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number:

DEC 12 AM 10:43 OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Lesley Morisset Name of Person Signing

Lesley Morisset Signature

12/12/03 Date

12/16/2003 LMUELLER 00000154 75325373

Total number of pages including cover sheet, attachments, and document: 9

01 FC:0521 02 FC:0522

40.00 1000.00

documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002880 FRAME: 0175

**Rider 4. A. Trademark Applications:**

	<b>TRADEMARK</b>	<b>App. No</b>
1.	EVOLUTION OF FITNESS	75325373
2.	EQ TV	75757969
3.	E-STRETCH	75059391
4.	E-MAX	75059389
5.	EQUINOX	75976436
6.	EQUINOX FITNESS CLUB	75976375
7.	EQUINOX	75394413
8.	GET RESULTS	75389617
9.	PEAK SYSTEMS	75282917
10.	EQUINOX	75223374
11.	EQUINOX	75104520
12.	EQUINOX	75104519
13.	EQUINOX	75088057
14.	URBAN SPA	75064108
15.	STRIDING	75063961
16.	E-CLIPS	75059390
17.	EQUINOX SUB-CULTURE	75020787
18.	EQUINOX URBAN SPORT	75010775
19.	EQUINOX ENERGY WEAR E	74682482
20.	EQUINOX	74626707
21.	EQUINOX LOGO	74597633
22.	EQUINOX FITNESS CLUB	74581962
23.	EQUINOX Fitness & Education	74319221
24.	EQUINOX	74319220
25.	EQUINOX PHYSICAL THERAPY	74314159
26.	EQUINOX	74313902
27.	EQUINOX	75757970
28.	URBAN SPA	74682484

**Rider 4. B. Trademark Registrations:**

	<b>TRADEMARK</b>	<b>Reg. No.</b>
29.	PEAK	2455615
30.	POWER BOX	2055339
31.	POWER STRIKE	2055315
32.	EQUINOX	1903842
33.	EQUINOX	2074971
34.	EQUINOX	2104559
35.	NUTRIBAR	2231275
36.	EQUINOX	2090336
37.	EXERCISE INTELLIGENCE	1966381
38.	EQUINOX	2049342
39.	EQUINOX	2006462
40.	EQUINOX	1900162
41.	EQUINOX	1796108

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of December 9, 2003, from The Bank of New York as Administrative Agent (the "Administrative Agent"), to Equinox Holdings, Inc., a Delaware corporation (the "Grantor"), with principal offices at 895 Broadway, New York, NY 10003 (capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined)).

WITNESSETH:

WHEREAS, pursuant to (i) the First Amended and Restated Credit Agreement, dated as of February 28, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Administrative Agent and the Lenders (as defined therein), (ii) the First Amended and Restated Security Agreement, dated as of February 28, 2000, among the Grantor, its affiliates and subsidiaries, and the Administrative Agent, (iii) the First Amended and Restated Trademark Security Agreement, dated as of February 28, 2000, among Donato Errico, Jr. and Vito Errico and the Administrative Agent, and (iv) the Trademark Security Agreement, dated as of November 7, 2000 (the "Security Agreement", together with agreements (i)-(iii) of this paragraph, the "Security Documents"), between the Grantor and the Administrative Agent; a security interest (the "Security Interest") was granted by the Grantor to the Administrative Agent in certain Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on December 12, 2000, at Reel 2202, Frame 0845;

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Documents, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the right, title and interest of the Grantor in, to and under the United States trademarks and/or service marks listed on Schedule A hereto (the "Marks"), including any:

(a) registrations thereof and applications to register therefore and all renewals, modifications, and extensions thereof;

(b) license rights and/or rights to use applicable thereto;

(c) proceeds of, and rights associated with any claim the Grantor has or may have against third parties for past, present or future infringement or dilution thereof, or for any injury to the goodwill associated therewith or for breach or enforcement of any license thereof;

(d) goodwill associated therewith or symbolized thereby; and

(e) assets, rights and interests related thereto or connected therewith.

2. Release of Security Interest: The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK,  
as Administrative Agent

By: *A. Alan Ackbarali*  
Name: A. ALAN ACKBARALI  
Title: Vice President

"Express Mail" mailing label No. ETS47676835US

Date of Deposit December 12, 2003

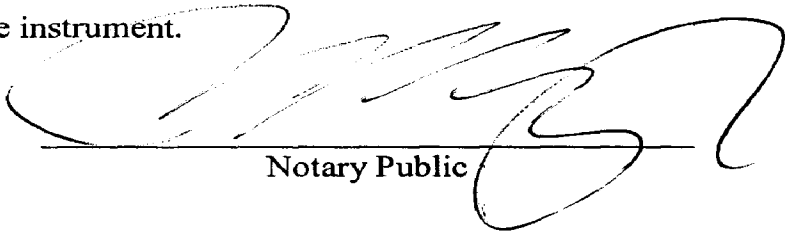
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450.

*Beth Akers*  
(Type or printed name of person mailing paper or fee)

*Beth Akers*  
(Type or printed name of person at Post Office)

STATE OF NEW YORK )  
 )  
COUNTY OF New York ) ss.:

On this 9 day of December, 2003, before me personally appeared A. Alan Akkbarali personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

(Affix Seal Below)

JOHN M. FOLEY, JR.  
Notary Public, State of New York  
No. 01F06348585  
Qualified in Nassau County  
Commission Expires 3/31/06

"Express Mail" mailing label No. ETS47676835US  
Date of Deposit December 12, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Address" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450.

Beth Akers  
(Typed or printed name of person mailing paper or fee)

Beth akers  
(Typed or printed name of person mailing paper or fee)

## Equinox Holdings, Inc. - US Trademarks

TRADEMARK	Reg. No.	Reg. Date	App. No.
EVOLUTION OF FITNESS	N/A	N/A	75325373
EQ TV	N/A	N/A	75757969
E-STRETCH	N/A	N/A	75059391
E-MAX	N/A	N/A	75059389
EQUINOX	N/A	N/A	75976436
EQUINOX FITNESS CLUB	N/A	N/A	75976375
EQUINOX	N/A	N/A	75394413
GET RESULTS	N/A	N/A	75389617
PEAK SYSTEMS	N/A	N/A	75282917
EQUINOX	N/A	N/A	75223374
PEAK	2455615	May 29, 2001	75215917
POWER BOX	2055339	April 22, 1997	75117750
POWER STRIKE	2055315	April 22, 1997	75116395
EQUINOX	N/A	N/A	75104520
EQUINOX	N/A	N/A	75104519
EQUINOX	N/A	N/A	75088057
URBAN SPA	N/A	N/A	75064108
STRIDING	N/A	N/A	75063961
E-CLIPS	N/A	N/A	75059390
EQUINOX SUB-CULTURE	N/A	N/A	75020787
EQUINOX URBAN SPORT	N/A	N/A	75010775
EQUINOX	1903842	July 4, 1995	74802244
EQUINOX	2074971	July 1, 1997	74715627
EQUINOX	2104559	October 14, 1997	74682483
EQUINOX ENERGY WEAR E	N/A	N/A	74682482
NUTRIBAR	2231275	March 3, 1999	74676647
EQUINOX	N/A	N/A	74626707
EQUINOX	2090336	August 26, 1997	74626706
EQUINOX LOGO	N/A	N/A	74597633
EXERCISE INTELLIGENCE	1966381	April 9, 1996	74590702
EQUINOX FITNESS CLUB	N/A	N/A	74581962
EQUINOX	2049342	April 1, 1997	74323844
EQUINOX Fitness & Education	N/A	N/A	74319221
EQUINOX	N/A	N/A	74319220
EQUINOX PHYSICAL THERAPY	N/A	N/A	74314159
EQUINOX	2006462	October 8, 1996	74313909
EQUINOX	N/A	N/A	74313902
EQUINOX	1900162	June 13, 1995	74284250



TRADEMARK	Reg. No.	Reg. Date	App. No
EQUINOX	1796108	September 28, 1993	74197463
EQUINOX	N/A	N/A	75757970
URBAN SPA	N/A	N/A	74682484