

02-16-2010

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

RE



103588769

To the Director of the U. S. Patent and

Documents or the new address(es) below.

1. Name of conveying party(ies):

Equinox Holdings, Inc., a Delaware corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: City National Bank

Internal

Address: Charles Hill

Street Address: 555 S. Flower Street, 16th Floor

City: Los Angeles

State: California

Country: USA Zip: 90071

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 28, 2010

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77905089; 77189918; 77189279; 77189338; continued

FEB 12 2010

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Morgan, Lewis & Bockius LLP-

Internal Address: Kathryn Romano, Paralegal

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7302

Fax Number: 213.612.2501

Email Address: kromano@morganlewis.com

6. Total number of applications and registrations involved:

57

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,440.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 00000039 77905089

Authorized Signature _____
48.00 DP
1400.00 DP

9. Signature:

Kathryn Romano
Signature

February 4, 2010

Date

Kathryn Romano
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Country</u>
(1) Equinox Holdings, Inc.			
<i>MY BODY. MY BIOGRAPHY.</i>	2009-01-06	77905809	USA
<i>It's Not Fitness. It's Life. (tagline)</i>	2007-05-24	77189918	USA
<i>Equinox (logo)</i>	2007-05-24	77189279	USA
<i>It's Not Fitness. It's Life. (tagline)</i>	2007-05-24	77189338	USA
<i>Equinox</i>	1997-01-09	75223374	USA
MANY PRACTICES. ONE INTENTION.	12/12/2007	77350610	USA
<i>Equinox</i>	2007-05-22	77187417	USA
<i>It's Not Fitness. It's Life. (tagline)</i>	2007-05-24	77189373	USA
<i>Equinox</i>	2007-05-22	77186733	USA
<i>Equinox</i>	2007-05-22	77186752	USA
<i>Equinox (logo)</i>	2007-05-24	77189304	USA
<i>Equinox</i>	2007-05-24	77189139	USA
<i>Equinox</i>	2007-05-21	77186607	USA
<i>Equinox (logo)</i>	2007-05-24	77189312	USA
<i>Pure Equinox</i>	2007-05-22	77187659	USA
<i>Equinox (logo)</i>	2007-05-24	77189903	USA

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Country</u>
<i>Equinox (logo)</i>	2007-05-24	77189292	USA
<i>Equinox (logo)</i>	2007-05-24	77189230	USA
<i>Equinox (logo)</i>	2007-05-24	77189251	USA
<i>Equinox (logo)</i>	2007-05-30	77192715	USA
<i>Equinox (logo)</i>	2007-06-16	77207987	USA
<i>Equinox</i>	2007-05-21	77185635	USA
<i>Equinox</i>	2007-05-22	77187345	USA
<i>Equinox</i>	2007-05-22	77187555	USA
<i>Equinox</i>	2007-05-24	77189884	USA
<i>Equinox</i>	2007-06-16	77207988	USA

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<i>Buffspa</i>	2004-12-14	2911363	USA
<i>Buffbrow</i>	2005-01-11	2917627	USA
<i>TuffBuff</i>	2006-01-17	3046071	USA
<i>Bufflexology</i>	2002-04-23	2563671	USA

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<i>Equinox</i>	2006-07-25	3118571	USA
<i>Equinox Energy Wear E</i> (design plus words, letters, and/or numbers)	2006-10-10	3152418	USA
<i>It's Not Fitness It's Life</i>	2006-10-10	3153005	USA
<i>Equinox</i>	1993-09-28	1796108	USA
<i>Chaos Training</i>	2007-11-13	3,334,227	USA
<i>EFTI</i>	2008-01-22	3372664	USA
<i>Equinews</i>	2008-01-22	3372602	USA
<i>Equinox (logo)</i>	2008-02-05	3377795	USA
<i>E (stylized)</i>	2008-02-12	3381293	USA
<i>It's Not Fitness. It's Life. (tagline)</i>	2008-02-19	3384480	USA
<i>Equinox Academy</i>	2008-02-26	3388156	USA
<i>EQUIFIT</i>	2008-07-15	3467312	USA
<i>Equinox</i>	1983-07-26	1246474	USA

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<i>Equinox</i>	2008-12-09	3542543	USA
<i>Equinox (logo)</i>	2008-12-09	3542542	USA
E stylized	2009-1-6	3557077	USA
MYEQ	2009-1-6	3558860	USA
<i>Equinox</i>	1995-06-13	1900162	USA
<i>Equinox</i>	1995-07-04	1903842	USA
FITNESS LIFESTYLE BY EQUINOX	2009-9-1	3675131	USA
FITNESS LIFESTYLE	2009-2-24	3581938	USA
<i>Equinox</i> (design plus words, letters, and/or numbers)	1997-07-01	2074971	USA
<i>Equinox</i>	1997-08-26	2090336	USA
<i>Equinox Logo</i>	2006-10-10	3152417	USA

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28 day of January, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CITY NATIONAL BANK, a national banking association ("CNB").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 28, 2010 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"), by and between EQUINOX HOLDINGS, INC., a Delaware corporation ("Borrower"), and CNB, CNB has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, CNB is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to CNB that certain Security Agreement, dated as of January 28, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to CNB this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to CNB, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademarks and Trademark Intellectual Property Licenses are included in Collateral) to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any

Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to CNB, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to CNB pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of CNB 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to CNB with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize CNB unilaterally to modify this Trademark Security Agreement solely by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from CNB's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise

indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, with respect to Letters of Credit and L/C Undertakings, providing cash collateral or a back-stop letter of credit in form and substance reasonably satisfactory to CNB from an issuer satisfactory to CNB) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL.

(a) THIS TRADEMARK SECURITY AGREEMENT, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

(b) BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN

THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT CNB MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY GRANTOR OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SECTION 8. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH GRANTOR WAIVES PERSONAL SERVICE OF PROCESS AND IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN CARE OF BORROWER IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.3 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) EACH PARTY HEREBY (i) EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND (ii) AGREES AND CONSENTS THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

EQUINOX HOLDINGS, INC., as Grantor

By: Larry M. Segall
Name: Larry Segall
Title: Executive Vice President and Chief
Financial Officer

Notary Public:

State of New York)
County of New York) ss.:

On this 27th day of January, 2010 before me, a Notary Public, in and for the State and County aforesaid, personally appeared Larry Segall to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Kathleen Mangual
KATHLEEN MANGUAL
Notary Public, State of New York
No. 01MA6083782
Qualified in New York County
Commission Expired November 25, 2010

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004151 FRAME: 0216

ACCEPTED AND AGREED
as of the date first above written:

CITY NATIONAL BANK,
as Lender

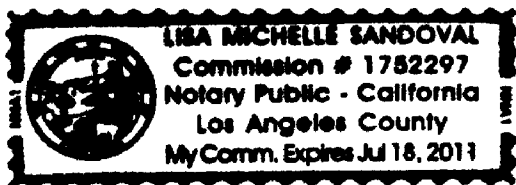
By: *Charles Hill*
Name: Charles Hill
Title: Vice President

STATE OF California)
)
COUNTY OF Los Angeles)

On this 28 day of January 2010, before me, Lisa Michelle Sandoval, Notary Public, personally appeared Charles Hill, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity on behalf of which the person acted, executed this instrument. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal

Lisa Michelle Sandoval



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004151 FRAME: 0217

SCHEDULE I
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<i>Equinox</i>	1997-08-26	2090336	USA
<i>Equinox Logo</i>	2006-10-10	3152417	USA

Trade Names

<u>Credit Party</u>	<u>Trade Name</u>
The Credit Parties	Equinox; Equinox Fitness; Equinox Fitness Clubs

Common Law Trademarks

None

Trademark Licenses

License Agreement, effective as of November 2007, by Pure Yoga (USA) Limited, a British Virgin Islands corporation in favor of Equinox Holdings, Inc., a Delaware corporation, as amended by that Amendment to License Agreement, effective as of January, 2009