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Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Mxco
1-7-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non- Recordation) Document ID # ____
- [ ] Correction of PTO Error Reel # ____ Frame # ____
- [ ] Corrective Document Reel # ____ Frame # ____

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other ____

Effective Date Month Day Year: 12081999

Conveying Party

[X] Mark if additional names of conveying parties attached

Name: DONATO ERRICO, JR.

Execution Date Month Day Year: 12081999

Formerly: ____

[X] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other ____

[X] Citizenship/State of Incorporation/Organization: UNITED STATES

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: THE BANK OF NEW YORK, AS ADMINISTRATIVE AGENT

DBA/AKA/TA: ____

Composed of: ____

Address (line 1): ONE WALL STREET

Address (line 2): ____

Address (line 3): NEW YORK (City) NY (State/Country) 10286 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: BANKING CORPORATION

[X] Citizenship/State of Incorporation/Organization: NEW YORK

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

NO FEE

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 212-238-3015

Name ERIC M. REUBEN, ESQ.

Address (line 1) EMMET, MARVIN & MARTIN, LLP

Address (line 2) 120 BROADWAY

Address (line 3) 32ND FLOOR

Address (line 4) NEW YORK, NY 10271

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 53

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
74597633	75059389	75059390	1796108	1900162	1903842
75059391	75063961	75088057	1966381	2006462	2049342
75104519	75104520	75215917	2055315	2055339	2074971

Number of Properties

Enter the total number of properties involved. # 27

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 690.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

Statement and Signature

To the *best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

ERIC M. REUBEN, ESQ. — Name of Person Signing

E M Reuben — Signature

1/3/2002 — Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: VITO ERRICO — 12081999

Formerly:

[X] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other:

[X] Citizenship State of Incorporation/Organization: UNITED STATES

Receiving Party

Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line z):

Address (line 3):

City | statelcountry | Zip Code

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the* Assignment.)

[ ] Citizenship/State of Incorporation/Organization:

Trademark Application Number(s) or Registration Number(s)

[ ] Mark if additional numbers attached

Enter *either the Trademark Application* Number or *the Registration Number (DO NOT ENTER BOTH numbers for the* same *property).*

Trademark Application Number(s)			Registration Number(s)		
75223374	75325373	75389617	2090336	2104559	2231275
75394413	75757969	74682482			

TRADEMARK SECURITY AGREEMENT, dated as of December 8, 1999, between DONATO ERRICO, JR and VITO ERRICO (collectively, the "Grantor") and THE BANK OF NEW YORK, as Administrative Agent (together with its successors and assigns, the "Secured Party").

Reference is made to the Credit Agreement, dated December 8, 1999 between Equinox Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto, and The Bank of New York, as Administrative Agent and Issuing Bank (the "Administrative Agent") (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Reference is also made to the Security Agreement, dated as of December 8, 1999, among the Borrower, its affiliates and subsidiaries, and the Administrative Agent. Unless defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement or in the Security Agreement, as applicable.

The Lenders have agreed to make Loans to the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Grantor has agreed to guarantee, among other things, all the obligations of each Loan Party under the Loan Documents. The obligation of the Lenders to make Loans is conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof to secure the Obligations.

Accordingly, the Grantor and the Secured Party (and each of their respective successors or assigns), hereby agree as follows:

1. DEFINITIONS. The following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

"PTO" The United States Patent and Trademark Office.

"Trademarks" Trademarks and/or service marks listed on Schedule A hereto, including any: (a) registrations thereof and applications to register therefor 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.

"Trademark Agreement" This Trademark Security Agreement, as amended and in effect from time to time.

2. GRANT OF SECURITY INTEREST.

(a) As security for the payment or performance, as applicable, in full of the Obligations, the Grantor hereby grants, bargains, sells, conveys, assigns, sets over, mortgages, pledges, and hypothecates to the Secured Party a security interest in, all of the right, title and interest of the Grantor in, to and under the Trademarks (the "Security Interest"). Without limiting the foregoing, the Secured Party is hereby authorized to file one or more financing statements, continuation statements, or other documents for the purpose of perfecting, granting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantor, without the signature of the Grantor, and naming the Grantor, as debtor and the Secured Party as secured party, and, only after the occurrence and during the continuance of an Event of Default, filings with the PTO (or any successor office or any similar office in any other country).

(b) The Security Interest is granted as security only and shall not subject the Secured Party to, or in any way alter or modify, any obligation or liability of the Grantor with respect to or arising out of the Collateral.

(c) The Grantor hereby covenants that upon the occurrence of an Event of Default, the Grantor shall, upon prior written request of the Secured Party, cooperate with the Secured Party and execute any instrument reasonably necessary to perfect, preserve, validate, or otherwise protect the Secured Party's rights in the Trademarks and enable the Secured Party to exercise and enforce its rights and exercise its remedies with respect to the Trademarks, including but not limited to (i) executing an assignment of the Trademark in favor of the Secured Party and (ii) recording such an assignment with the PTO.

(d) Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a continuing security interest in and lien on the Collateral (including the Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, pledge and mortgage of the Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Trademarks (and any and all obligations of the Grantor with respect to the Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in

addition to the rights and interests of the Administrative Agent (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that: (a) the Trademarks have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks material to its business; (b) to the best of the Grantor's knowledge, each of the Trademarks is valid and enforceable; (c) the Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (d) the Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks material to its business; and (e) the Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality with respect to services sold or provided under the Trademarks.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS. Without the Administrative Agent's prior written consent, except to the extent permitted pursuant to the Credit Agreement the Grantor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademarks, or (b) enter into any agreement that is inconsistent with the Grantor's obligations under this Trademark Agreement or the Security Agreement.

5. AFTER-ACQUIRED TRADEMARKS, ETC. If, before the Obligations shall have been finally paid and satisfied in full, the Grantor shall obtain any right, title or interest in or to any other or new trademarks that directly relate to the health club business of Equinox Holdings, Inc., the provisions of this Trademark Agreement shall automatically apply thereto and the Grantor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to preserve or evidence the Administrative Agent's security interest therein. In such event, Exhibit A hereto and the Annex to the Assignment of Marks shall be amended by both the Grantor and the Administrative Agent to include such other or new trademarks.

6. TRADEMARK PROSECUTION.

(a) The Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks for so long as it owns the Trademarks.

(b) The Grantor shall have the right and to the extent deemed appropriate by the Grantor in his judgment the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to the extent deemed appropriate by the Grantor in his judgment to preserve

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and maintain all rights in the Trademarks, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the Grantor. The Grantor shall not abandon any material filed Trademark registration application without the consent of the Administrative Agent, which consent shall not be unreasonably withheld, unless abandonment is consistent with the Grantor's judgment.

(c) The Grantor shall have the right and, to the extent consistent with his own judgment, the duty to bring suit or other action in the Grantor's own name to maintain and enforce the Trademarks.

(d) In general, the Grantor shall take any and all such actions in his judgment (including, institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Trademarks. To the extent consistent with the Grantor's judgment the Grantor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would materially adversely affect the validity, grant or enforcement of the Trademarks.

(e) Promptly upon obtaining knowledge thereof, the Grantor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or the Grantor's rights, title or interests in and to the Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks material to its business, the ability of the Grantor or the Administrative Agent to dispose of any of the Trademarks material to its business or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks) .

7. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2(b)), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any of the Trademarks, or any interest that the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses

incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Trademarks shall be given to the Grantor at least ten (10) Business Days before the time that any intended public sale or other public disposition of the Trademarks is to be made or after which any private sale or other private disposition of the Trademarks may be made, which the Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademarks or interests therein sold, licensed or otherwise disposed of. Notwithstanding anything contained in any document, there shall be no assignment of intent to use rights, until those rights mature to registration.

8. COLLATERAL PROTECTION. If Grantor shall fail to do any act that he has covenanted to do hereunder, or if any representation or warranty of the Grantor hereunder shall be breached, the Administrative Agent, in its own name or that of the Grantor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

9. POWER OF ATTORNEY. If any Event of Default shall have occurred and be continuing, the Grantor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Trademarks or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademarks or any interest of the Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantor is obligated to execute and do hereunder. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES. The Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions

of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Trademarks.

11. TERMINATION. At such time as all of the Obligations have been paid and satisfied in full, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Grantor, execute and deliver to the Grantor all assignments, releases and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Grantor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or to the Security Agreement.

12. COURSE OF DEALING. No course of dealing between the Grantor and the Administrative Agent nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ADMINISTRATIVE AGENT ASSUMES NO LIABILITIES OF THE GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE, ABSENT THE ADMINISTRATIVE AGENT'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, AND ABSENT THE ADMINISTRATIVE AGENT'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTOR, AND, ABSENT THE ADMINISTRATIVE AGENT'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, THE GRANTOR SHALL INDEMNIFY THE ADMINISTRATIVE AGENT FOR ANY AND ALL COSTS, EXPENSES, DAMAGE AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT WITH RESPECT TO SUCH LIABILITIES.**

14. REIMBURSEMENT OF SECURED PARTY

(a) The Grantor agrees to pay on demand to the Secured Party (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions of any Loan Document (whether or not the transactions contemplated thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, including the reasonable fees, charges and disbursements of any counsel for the Administrative Agent, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans, (iii) the reasonable out of pocket expenses incurred by the Administrative Agent in connection with the custody or preservation of, or the sale of, collection from, or realization upon, any of the Collateral owned or held by or on behalf of such Grantor, or (iv) reasonable out-of-pocket expenses incurred by the Administrative Agent as a result of the failure of such Grantor to perform or observe any of the provisions hereof.

(b) The Grantor agrees to indemnify the Secured Party, its Affiliates and each of their respective control persons, officers, directors, employees and agents (each, an "Indemnitee") against, and hold each Indemnitee harmless from, (other than Excluded Taxes) any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for such Indemnitee, incurred by or asserted against such Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any agreement or instrument contemplated thereby, the performance by the Loan Parties of their respective obligations thereunder or the consummation by the Loan Parties of the Transactions or any other transactions contemplated thereby, (ii) any Loan or the use of the proceeds from the Loan, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether such Indemnitee is a party thereto, *provided that* such indemnity shall not, as to such Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses arise from any prepayment of the Loans, reductions or termination of the Revolving Commitment or Term Loan Commitment or are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this

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Section shall remain operative and in full force and effect regardless of the termination of this Trademark Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Trademark Agreement or any other Loan Document or any investigation made by or on behalf of the Secured Party or any other Secured Party. All amounts due under this Section shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.10(c)(ii) of the Credit Agreement.

15. WAIVERS; AMENDMENT

(a) No failure or delay of the Secured Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Party hereunder and of the other Secured Parties under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Trademark Agreement or any other Loan Document or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Trademark Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into by, between or among the Secured Party and the other parties hereto.

16. NOTICES

All communications and notices hereunder shall be in writing and given as provided in Section 8.01 of the Credit Agreement. All communications and notices hereunder to the Borrower and the Grantor shall be given to it at the address for notices set forth in such Section.

17. BINDING EFFECT; SEVERAL AGREEMENT; ASSIGNMENTS

This Trademark Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Secured Party and a counterpart hereof shall have been executed on behalf of the Secured Party, and thereafter shall be binding upon the Grantor and the Secured Party and their respective successors and assigns, and shall inure to the benefit of the Grantor, the Secured Party and their respective successors and assigns, except that (a) the Grantor shall not have the right to assign its rights or obligations hereunder or any interest herein

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or in the Collateral (and any such attempted assignment shall be void) except as expressly contemplated by this Trademark Agreement or the other Loan Documents and (b) the Administrative Agent may assign this Agreement only in accordance with Section 8.04 of the Credit Agreement.

18. SURVIVAL OF AGREEMENT; SEVERABILITY

(a) All covenants, agreements, representations and warranties made by the Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Trademark Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Party and shall survive the execution and delivery of any Loan Documents and the making of any Loan, regardless of any investigation made by the Secured Party or on its behalf, and shall continue in full force and effect until this Trademark Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Trademark Agreement or any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic and other effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

19. GOVERNING LAW

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

20. COUNTERPARTS

This Trademark Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract (subject to Section 17), and shall become effective as provided in Section 17. Delivery of an executed counterpart of this Trademark Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Agreement.

21. HEADINGS

Section headings used herein are for convenience of reference only, are not part of this Trademark Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Trademark Agreement.

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22. JURISDICTION; CONSENT TO SERVICE OF PROCESS

This Agreement shall be construed in accordance with and governed by the law of the State of New York.

Grantor hereby submits, for itself and its property, to the 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 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 Agreement shall affect any right that the Administrative Agent may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

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 Agreement in any court referred to in paragraph (b) of this Section. 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.

23. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS TRADEMARK AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

24. MISCELLANEOUS. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Grantor and his successors and assigns, and shall inure to the benefit of the

TRADEMARK
REEL: 002007 FRAME: 0648

Administrative Agent and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

DONATO ERRICO, JR.

VITO ERRICO

THE BANK OF NEW YORK, as Administrative Agent,
as Secured Party

By: _____
Name:
Title:

TRADEMARK
REEL: 002007 FRAME: 0650

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

DONATO ERRICO, JR.

VITO ERRICO

THE BANK OF NEW YORK, as Administrative Agent,
as Secured Party

By: _____
Name: ALAN ACKBARALI.
Title: VICE PRESIDENT.

TRADEMARK
REEL: 002007 FRAME: 0651

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 8 day of December, 1999 before me, the undersigned, a notary public in and for said state, personally appeared Donato Errico, Jr. 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kristine Karsian

Notary Public

KRISTINE KARSIAN
Notary Public, State of New York
No. 314868279
Qualified in New York County
Commission Expires August 25, 20

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 8 day of December, 1999 before me, the undersigned, a notary public in and for said state, personally appeared Vito Errico 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kristine Karsian

Notary Public

KRISTINE KARSIAN
Notary Public, State of New York
No. 314868279
Qualified in New York County
Commission Expires August 25, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 8 day of December, 1999 before me, the undersigned, a notary public in and for said state, personally appeared A. Alan Ackbarali 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

KRISTINE KARSIAN
Notary Public, State of New York
No. 314868279
Qualified in New York County
Commission Expires August 25, 2000

EQUINOX

EQUINOX

Status: REGISTERED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 107)
HEALTH CLUB SERVICES.
First Use: JUNE, 1991 **In Commerce:** JUNE, 1991

Registration No.: 1,796,108 **Registered:** SEPTEMBER 28, 1993
Serial No.: 74-197463 **Filed:** AUGUST 23, 1991
Published: SEPTEMBER 15, 1992

Additional Info.: INTENT TO USE - USE CLAIMED.

Correspondent: MARK I. PEROFF
TRADEMARK COUNSELORS OF AMERICA, P.C.
915 BROADWAY - 19TH FLOOR
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

Assignment:
Assignee: ATLANTIC BANK OF NEW YORK, (NY BANKING CORPORATION)
960 AVENUE OF THE AMERICAS
NEW YORK, NY 10001
Assignor: ERRICO, DONATO JR., (UNITED STATES CITIZEN)
Recorded: OCTOBER 24, 1997 **Assigned:** OCTOBER 14, 1997
Reel/Frame: 1649/143
Action: SECURITY AGREEMENT

EQUINOX

Status: REGISTERED

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100, 107)
SPA SERVICES.
First Use: DECEMBER 31, 1991 **In Commerce:** DECEMBER 31, 1991

Registration No.: 1,900,162 **Registered:** JUNE 13, 1995
Serial No.: 74-284250 **Filed:** JUNE 10, 1992
Published: DECEMBER 8, 1992

Additional Info.: INTENT TO USE - USE CLAIMED.

Correspondent: JAY H. BEGLER
LIDDY SULLIVAN GALWAY BEGLER & PEROFF PC
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

Assignment:
Assignee: ATLANTIC BANK OF NEW YORK, (NY BANKING CORPORATION)
960 AVENUE OF THE AMERICAS
NEW YORK, NY 10001
Assignor: ERRICO, DONATO JR., (UNITED STATES CITIZEN)
Recorded: OCTOBER 24, 1997 **Assigned:** OCTOBER 14, 1997
Reel/Frame: 1649/143
Action: SECURITY AGREEMENT

EQUINOX

Status: REGISTERED

Goods/Services:

Int'l. Class: 3 (**U.S. Class:** 1, 4, 6, 50, 51, 52)
SHOWER GEL, SKIN LOTIONS, SKIN MOISTURIZER, SKIN CLARIFIER, SKIN EMOLLIENT, SUN BLOCK PREPARATIONS.
First Use: SEPTEMBER 1, 1995 **In Commerce:** SEPTEMBER 1, 1995

Int'l. Class: 5 (**U.S. Class:** 6, 18, 44, 46, 51, 52)
FOOD SUPPLEMENTS, VITAMINS, MINERAL SUPPLEMENTS.
First Use: SEPTEMBER 1, 1995 **In Commerce:** SEPTEMBER 1, 1995

Registration No.: 2,006,462 **Registered:** OCTOBER 8, 1996
Serial No.: 74-313909 **Filed:** SEPTEMBER 15, 1992
Published: FEBRUARY 23, 1993

Additional Info.: INTENT TO USE - USE CLAIMED.

Correspondent: DENISE A. LINDENAUER
LIDDY, SULLIVAN, GALWAY, BEGLER & PEROFF
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

EQUINOX

Status: PENDING - SUSPENDED **Date:** MAY 6, 1999
SUSPENSION LETTER MAILED

Goods/Services:

Int'l. Class: 20 (**U.S. Class:** 32, 50)
FURNITURE; NAMELY, BOOK CASES, CHESTS AND MIRRORS USED THEREWITH; FIGURINES, STATUES AND SCULPTURES MADE OF PLASTIC, WAX, WOOD, IVORY, PLASTER, BONE; PICTURE FRAMES; PLASTIC KEY CHAIN TAGS; JEWELRY CASES NOT OF PRECIOUS METAL; ORNAMENTAL NOVELTY BUTTONS; PLASTIC ORNAMENTS FOR USE IN GIFT DECORATIONS; NON-METAL MONEY CLIPS.

Int'l. Class: 21 (**U.S. Class:** 2, 3, 23, 29, 30, 33, 50)
COSMETIC BRUSHES, EYEBROW BRUSHES, HAIR BRUSHES, NAIL BRUSHES, HAIR COMBS, SHAVING BRUSH STANDS, SHAVING BRUSHES, SHAVING DISHES, SHAVING POTS, SOAP CONTAINERS, CONTAINERS FOR FOOD OR BEVERAGES, COASTERS, BEVERAGE STIRRERS, CORK SCREWS, CUPS, GLASS BEVERAGEWARE; FIGURINES AND STATUES MADE OF CHINA, CRYSTAL, EARTHENWARE, GLASS, PORCELAIN AND TERRA CLOTH; BRUSHES FOR PETS.

Int'l. Class: 25 (**U.S. Class:** 39)
CLOTHING; NAMELY, ACTIVE WEAR, BODY WEAR, SWIMWEAR, EXERCISE WEAR, DAY WEAR, OUTERWEAR, BATHING SUITS, BATHING TRUNKS, BATHROBES, BLOUSES, BODY SHAPERS, BODY SUITS, BOLEROS, BRAS, BOXER SHORTS, BELTS, CAFTAN, CAMISOLES, CAPES, COATS, CARDIGANS, CHEMISES, COVERALLS, COVERUPS, CULOTTES, DRESSES, DRESS AND CASUAL FOOTWEAR, ATHLETIC FOOTWEAR, SLIPPERS, BOOTS, EAR MUFFS, VESTS, GIRDLES, GLOVES, CAPS, HATS, HEAD BANDS, HOSIERY, GOWNS, HOODS, JACKETS, JEANS, JERSEYS, JUMPERS, JUMPSUITS, GYM SHORTS, KERCHIEFS, KIMONOS, SPORTSWEAR; NAMELY, SWEAT BANDS, SWEAT PANTS, SWEAT SHIRTS, SWEAT SUITS, SWEAT SHORTS, JOGGING SUITS, LEG WARMERS, LEGGINGS, LEOTARDS, LOUNGEWEAR, PAJAMAS, NIGHT GOWNS, PANTIES, UNDERWEAR, SLIPS, PANTS, PANTSUITS, PLAY SUITS, POCKETS SQUARES, PONCHOS, OVERALLS, PULLOVERS, RAINCOATS, RAINWEAR, ROMPERS, SCARVES, SHAWLS, SHIRTS, SHORTS, SKIRTS, SLEEPWEAR, SOCKS, SPORT COATS, SUITS, SWEATERS, T-SHIRTS, TANK TOPS, UNDERSHIRTS, POLO SHIRTS, SKI SUITS, SKIWEAR, TIES, NECKTIES, SUSPENDERS, PARKAS, BLAZERS, HANDKERCHIEFS, MUFFLERS, NECKERCHIEFS, SUN VISORS, TENNIS WEAR, TIGHTS, TUXEDOS, VISORS, BANDANNAS, WARM UP SUITS, WET SUITS, WRIST BANDS.

Serial No.: 74-319220 **Filed:** SEPTEMBER 30, 1992

Additional Info.: INTENT TO USE - NO USE CLAIMED.

CLAIMED IN CANCELLATION 23,058 WITH RN 1,246,474.

EQUINOX
(Continued)

CLAIMED IN CANCELLATION 23,057 WITH RN 1,572,781.

Ex parte appeal
Status: SUSPENDED, APRIL 5, 1994

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY, BEGLER & PEROFF
41 MADISON AVENUE
NEW YORK, NY 10010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

F-5

EQUINOX

Status: REGISTERED

Goods/Services:
Int'l. Class: 16 (**U.S. Class:** 2, 5, 22, 23, 29, 37, 38, 50)
PHYSICAL FITNESS MANUALS, AEROBICS EDUCATIONAL MANUALS, WEIGHT TRAINING EDUCATIONAL MANUALS, CROSS-TRAINING EDUCATIONAL MANUALS, RECREATIONAL AND SPORTING ACTIVITIES MANUALS.
First Use: OCTOBER 1, 1991 **In Commerce:** JANUARY 5, 1992

Registration No.: 2,049,342 **Registered:** APRIL 1, 1997
Serial No.: 74-323844 **Filed:** OCTOBER 19, 1992
Published: APRIL 27, 1993

Additional Info.: INTENT TO USE - USE CLAIMED.

Correspondent: JAY H. BEGLER
LIDDY SULLIVAN GALWAY & BEGLER
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

EQUINOX

Status: REGISTERED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 107)
EDUCATION SERVICES; NAMELY, CONDUCTING SEMINARS AND CLASSES IN THE FIELDS OF PHYSICAL FITNESS, EXERCISE AND NUTRITION.
First Use: SEPTEMBER 1, 1992 **In Commerce:** SEPTEMBER 1, 1992

Registration No.: 1,903,842 **Registered:** JULY 4, 1995
Serial No.: 74-802244 **Filed:** SEPTEMBER 15, 1992
Published: FEBRUARY 23, 1993

Additional Info.: INTENT TO USE - USE CLAIMED.

CORRECTED MAY 21, 1996.

CHILD OF SN 74-313902.

Correspondent: JAY H. BEGLER
LIDDY SULLIVAN GALWAY & BEGLER
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

EQUINOX

F-7

EQUINOX

Status: REGISTERED

Goods/Services:
Int'l. Class: 39 (**U.S. Class:** 100, 105)
ARRANGING OF TRAVEL TOURS.
First Use: DECEMBER 31, 1994 **In Commerce:** DECEMBER 31, 1994

Registration No.: 2,090,336 **Registered:** AUGUST 26, 1997
Serial No.: 74-626706 **Filed:** JANUARY 27, 1995
Published: MAY 6, 1997

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX

F-8

EQUINOX

Status: REGISTERED

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100, 101)
HOTELS WHOSE PRIMARY SERVICE IS PROVIDING ATHLETIC FACILITIES FOR ITS GUESTS.
First Use: DECEMBER 31, 1991 **In Commerce:** DECEMBER 31, 1991

Registration No.: 2,104,559 **Registered:** OCTOBER 14, 1997
Serial No.: 74-682483 **Filed:** MAY 31, 1995
Published: JULY 22, 1997

Correspondent: JAY H BEGLER
LIDDY SULLIVAN GALWAY BEGLER & COHEN PC
708 3RD AVE
NEW YORK NY 10017

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX

Status: REGISTERED

Goods/Services:
Int'l. Class: 16 (**U.S. Class:** 2, 5, 22, 23, 29, 37, 38, 50)
NEWSLETTERS CONTAINING ARTICLES RELATING TO HEALTH AND FITNESS WHICH ARE DISTRIBUTED AT HEALTH CLUBS AND SPAS.
First Use: MARCH 31, 1995 **In Commerce:** MARCH 31, 1995

Registration No.: 2,074,971 **Registered:** JULY 1, 1997
Serial No.: 74-715627 **Filed:** AUGUST 15, 1995
Published: APRIL 8, 1997

Add'l. U.S. Reg. No(s).: 197,463, 284,250.

Correspondent: JAY H BEGLER
LIDDY SULLIVAN GALWAY & BEGLER PC
41 MADISON AVE 40TH FL
NEW YORK NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

Assignment:
Assignee: ATLANTIC BANK OF NEW YORK, (NY BANKING CORPORATION)
960 AVENUE OF THE AMERICAS
NEW YORK, NY 10001
Assignor: ERRICO, DONATO JR., (UNITED STATES CITIZEN)
Recorded: OCTOBER 24, 1997 **Assigned:** OCTOBER 14, 1997
Reel/Frame: 1649/55
Action: SECURITY AGREEMENT

EQUINOX

Status: ALLOWED - INTENT TO USE 5TH EXTENSION GRANTED **Date:** AUGUST 3, 1999

Goods/Services:
Int'l. Class: 28 (**U.S. Class:** 22, 23, 38, 50)
GYMNASIUM EQUIPMENT, NAMELY, MULTIPURPOSE JUNGLE UNIT, FREE STANDING CROSS OVER CABLE, LONG PULL AND PULL DOWN COMBO, DOUBLE PULL DOWN STATION, LONG PULL, PULL DOWN MACHINE, BENCH PRESS, BARBELL INCLINE BENCH WITH SPOTTERS PLATFORM, OLYMPIC PLATE HOLDER, SEATED CALF MACHINE, STANDING CALF MACHINE, ROWING MACHINE, COMBINATION SQUAT RACK AND BENCH PRESS, ADJUSTABLE FLAT BENCH, ADJUSTABLE LOW-SEATED INCLINED BENCH, BEHIND THE NECK PRESS BENCH, HYPER-EXTENSION BENCH, LEG EXTENSION, LEG CURL, HYPER-EXTENSION MACHINE, SIT-UP BENCH, STANDING CURL BENCH, SEATED INCLINE BENCH, AND FREE STANDING LYING LEG PRESS.

Serial No.: 75-088057 **Filed:** APRIL 15, 1996
Published: MARCH 4, 1997

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
HARRIS BEACH & WILCOX LLP
530 5TH AVE
NEW YORK NY 10036

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX

Status: PENDING - SUSPENDED **Date:** MAY 12, 1999
SUSPENSION INQUIRY MAILED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
EDUCATIONAL SERVICES, NAMELY, PROVIDING COURSES OF INSTRUCTION TO PERSONAL TRAINERS IN THE FIELD OF FITNESS, HEALTH AND WELLNESS.
First Use: DECEMBER 31, 1994 **In Commerce:** DECEMBER 31, 1994

Int'l. Class: 42 (**U.S. Class:** 100, 101)
PHYSICAL FITNESS CONSULTATIONS; RENDERING OF PHYSICAL THERAPY SERVICES.
First Use: DECEMBER 31, 1994 **In Commerce:** DECEMBER 31, 1994

Serial No.: 75-104519 **Filed:** MAY 15, 1996

Add'l. U.S. Reg. No(s).: 1,796,108, 1,900,162.

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER
41 MADISON AVENUE
NEW YORK, NY 10010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 12010

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 12010

EQUINOX

Status: PENDING - SUSPENDED **Date:** MAY 12, 1999
SUSPENSION INQUIRY MAILED

Goods/Services:
Int'l. Class: 3 (**U.S. Class:** 1, 4, 6, 50, 51, 52)
AFTERSHAVE LOTION, SHAVE CREAM; ANTIPERSPIRANT, PERSONAL DEODORANTS; BATH SALT, BATH GEL, BUBBLE BATH; COSMETICS, NAMELY, BLUSHER, ROUGE, CREAMS, EYE MAKE UP, EYE MAKE UP REMOVER, EYE SHADOW, EYEBROW PENCIL, ARTIFICIAL EYELASHES, EYELINER, LIP GLOSS, LIPSTICK, FACIAL MAKEUP, FOUNDATION, MASCARA, BEAUTY MASKS; HAIR CARE PREPARATIONS, NAMELY, SHAMPOO, CONDITIONER, RINSE, SPRAYS, DYE, LIGHTENER, STRAIGHTENING PREPARATION WAVE LOTION, TONIC, GELS, MOUSE; NAIL CARE PRODUCTS, NAMELY, NAIL POLISH, HARDENER, STRENGTHENER, REMOVER; BATH BODY AND MASSAGE OILS; PERFUMES; BATH, BODY AND FACE POWDERS; SKIN CLARIFIER; SKIN LIGHTENER; SKIN TONER; WRINKLE REMOVING SKIN PREPARATION; SOAPS; FACIAL CLEANERS; TOOTHPASTE; NON-MEDICATED MOUTH WASH.

Serial No.: 75-104520 **Filed:** MAY 15, 1996

Additional Info.: INTENT TO USE - NO USE CLAIMED.

PARENT OF SN(S) 75-976436.

Correspondent: JAY H BEGLER
LIDDY SULLIVAN GALWAY BEGLER & COHEN
708 3RD AVE
NEW YORK NY 10017

Applicant: ERRICO, DANNY, (CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 12010

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 12010

EQUINOX

Status: ALLOWED - INTENT TO USE **Date:** JULY 6, 1999
NOTICE OF ALLOWANCE ISSUED

Goods/Services:
Int'l. Class: 41 **(U.S. Class:** 100, 101, 107)
GOLF COURSES.

Serial No.: 75-394413 **Filed:** NOVEMBER 21, 1997
Published: APRIL 13, 1999

Add'l. U.S. Reg. No(s).: 1,796,108, 1,900,162.

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
HARRIS BEACH & WILCOX LLP
530 5TH AVE
NEW YORK NY 10036

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
895 BROADWAY
NEW YORK, NY 10003

ERRICO, VITO, (UNITED STATES CITIZEN)
895 BROADWAY
NEW YORK, NY 10003

EQUINOX

Status: PENDING - SUSPENDED **Date:** MAY 12, 1999
SUSPENSION INQUIRY MAILED

Goods/Services:
Int'l. Class: 25 (**U.S. Class:** 22, 39)
ATHLETIC FOOTWEAR.

Serial No.: 75-223374 **Filed:** JANUARY 9, 1997

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
SULLIVAN GALWAY BEGLER & COHEN PC
708 3RD AVE
NEW YORK NY 10017

Applicant: ERICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

E-MAX

Status: ALLOWED - INTENT TO USE **Date:** MAY 18, 1999
5TH EXTENSION GRANTED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
PHYSICAL FITNESS INSTRUCTION.

Serial No.: 75-059389 **Filed:** FEBRUARY 20, 1996
Published: OCTOBER 15, 1996

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
HARRIS BEACH & WILCOX LLP
530 5TH AVE
NEW YORK NY 10036

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Status: ALLOWED - INTENT TO USE 2ND EXTENSION GRANTED **Date:** MAY 19, 1999

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
PHYSICAL FITNESS INSTRUCTION.

Serial No.: 75-059390 **Filed:** FEBRUARY 20, 1996
Published: OCTOBER 15, 1996

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Opposition: 106,435 **Filed:** MAY 16, 1997
Plaintiff: E! ENTERTAINMENT TELEVISION, INC.
SN/RN: RN 1,645,541
Status: TERMINATED, MAY 20, 1998
Decision: DISMISSED WITH PREJUDICE, MAY 20, 1998

Correspondent: JAY H. BEGLER
HARRIS BEACH & WILCOX LLP
530 5TH AVE
NEW YORK NY 10036

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

E-STRETCH

Status: ALLOWED - INTENT TO USE **Date:** MAY 5, 1999
5TH EXTENSION GRANTED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
PHYSICAL FITNESS INSTRUCTION.

Serial No.: 75-059391 **Filed:** FEBRUARY 20, 1996
Published: OCTOBER 8, 1996

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
HARRIS BEACH & WILCOX LLP
530 5TH AVE
NEW YORK NY 10036

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

NUTRIBAR

Status: REGISTERED

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100, 101)
RESTAURANT SERVICES.
First Use: DECEMBER 31, 1991 **In Commerce:** DECEMBER 31, 1991

Registration No.: 2,231,275 **Registered:** MARCH 16, 1999
Serial No.: 74-676647 **Filed:** MAY 16, 1995
Published: DECEMBER 19, 1995

Opposition: 102,196 **Filed:** JUNE 18, 1996
Plaintiff: NUTRI/SYSTEM L.P.
SN/RN: RN 1,956,649
Mark: NUTRI/SYSTEM
Status: TERMINATED, JANUARY 22, 1999
Decision: DISMISSED WITH PREJUDICE, JANUARY 22, 1999

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

STRIDING

Status: ALLOWED - INTENT TO USE 5TH EXTENSION GRANTED **Date:** AUGUST 3, 1999

Goods/Services:
Int'l. Class: 41 **(U.S. Class:** 100, 101, 107)
EDUCATIONAL SERVICES, NAMELY, PROVIDING INSTRUCTIONS IN THE FIELDS OF PHYSICAL FITNESS AND PHYSICAL EXERCISES.

Serial No.: 75-063961 **Filed:** FEBRUARY 27, 1996
Published: FEBRUARY 11, 1997

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
LIDDY SULLIVAN GALWAY BEGLER & COHEN
708 3RD AVE
NEW YORK NY 10017

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

POWER STRIKE

Status: REGISTERED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
SERVICES CONDUCTING PHYSICAL FITNESS CLASSES INSTRUCTING MARTIAL ARTS.
First Use: MAY 15, 1996 **In Commerce:** MAY 15, 1996

Registration No.: 2,055,315 **Registered:** APRIL 22, 1997
Serial No.: 75-116395 **Filed:** JUNE 10, 1996
Published: JANUARY 28, 1997

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Assignment:
Assignee: LP POWERSTRIKE INC., (NY CORP.)
440 EAST 62ND STREET
NEW YORK, NY 10021
Assignor: ERRICO, DANNY, (UNITED STATES CITIZEN)
ERRICO, VITO, (UNITED STATES CITIZEN)
Recorded: NOVEMBER 10, 1997 **Assigned:** OCTOBER 29, 1997
Reel/Frame: 1653/239
Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

POWER BOX

F-21

POWER BOX

Status: REGISTERED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
SERVICES CONDUCTING PHYSICAL FITNESS CLASSES INSTRUCTING BOXING.
First Use: MAY 15, 1996 **In Commerce:** MAY 15, 1996

Registration No.: 2,055,339 **Registered:** APRIL 22, 1997
Serial No.: 75-117750 **Filed:** JUNE 12, 1996
Published: JANUARY 28, 1997

Disclaimer: "BOX".

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

GET RESULTS

F-22

GET RESULTS

Status: ALLOWED - INTENT TO USE **Date:** SEPTEMBER 8, 1998
NOTICE OF ALLOWANCE ISSUED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
HEALTH CLUB SERVICES.

Serial No.: 75-389617 **Filed:** NOVEMBER 13, 1997
Published: JUNE 16, 1998

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
LIDDY SULLIVAN GALWAY BEGLER & COHEN
708 3RD AVE
NEW YORK NY 10017

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQ TV

F-23

EQ TV

Status: PENDING

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
TELEVISION SERIES RELATING TO HEALTH AND LIFESTYLE.

Serial No.: 75-757969 **Filed:** JULY 22, 1999

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
HARRIS BEACH & WILCOX
530 5TH AVE
NEW YORK NY 10036

Applicant: ERRICO, DANNY344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO344 AMSTERDAM AVENUE
NEW YORK, NY 10024

PEAK

F-24

PEAK

Status: ALLOWED - INTENT TO USE 4TH EXTENSION GRANTED **Date:** OCTOBER 14, 1999

Goods/Services:
Int'l. Class: 5 (**U.S. Class:** 6, 18, 44, 46, 51, 52)
PHARMACEUTICALS, NAMELY, VITAMINS AND FOOD SUPPLEMENTS.

Serial No.: 75-215917 **Filed:** DECEMBER 19, 1996
Published: SEPTEMBER 30, 1997

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
LIDDY SULLIVAN GALWAY BEGLER & COHEN PC
708 THIRD AVENUE
NEW YORK NY 10017

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX LOGO

EQUINOX LOGO

Status: PENDING - SUSPENDED SUSPENSION CHECK **Date:** FEBRUARY 17, 1999

Goods/Services:

Int'l. Class: 25 (**U.S. Class:** 22, 39)
CLOTHING, NAMELY ACTIVE WEAR, INCLUDING, BODY WEAR, SWIMWEAR, EXERCISE WEAR, DAY WEAR, OUTERWEAR, BATHING SUITS, BATHING TRUNKS, BATHROBES, BLOUSES, BODY SHAPERS, BODY SUITS, BOLEROS, BRAS, BOXER SHORTS, BELTS, CAFTAN, CAMISOLES, CAPES, COATS, CARDIGANS, CHEMISES, COVERALLS, COVERUPS, CULOTTES, DRESSES, DRESS AND CASUAL FOOTWEAR, ATHLETIC FOOTWEAR, SLIPPERS, BOOTS, EAR MUFFS, VESTS, GIRDLES, GLOVES, CAPS, HATS, HEAD BANDS, HOSIERY, GOWNS, HOODS, JACKETS, JEANS, JERSEYS, JUMPERS, JUMPSUITS, GYM SHORTS, HANDKERCHIEFS, KIMONOS, SPORTSWEAR, NAMELY SWEAT BANDS, SWEAT PANTS, SWEAT SHIRTS, SWEAT SUITS, SWEAT SHORTS, JOGGING SUITS, LEG WARMERS, LEGGINGS, LEOTARDS, LOUNGEWEAR, PAJAMAS, NIGHT GOWNS, PANTIES, UNDERWEAR, SLIPS, PANTS, PANTSUITS, PLAY SUITS, POCKET SQUARES, PONCHOS, OVERALLS, PULLOVERS, RAINCOATS, RAINWEAR ROMPERS, SCARVES, SHAWLS, SHIRTS, SHORTS, SKIRTS, SLEEPWEAR, SOCKS, SPORT COATS, SUITS, SWEATERS, T-SHIRTS, TANK TOPS, UNDERSHIRTS, POLO SHIRTS, SKI SUITS, SKIWEAR, TIES, NECKTIES, SUSPENDERS, PARKAS, BLAZERS, HANDKERCHIEFS, MUFFLERS, NECKERCHIEFS, SUN VISORS, TENNIS WEAR, TIGHTS, TUXEDOS, VISORS, BANDANNAS, WARM UP SUITS, WET SUITS, WRIST BANDS.
First Use: DECEMBER 31, 1991 **In Commerce:** DECEMBER 31, 1991

Serial No.: 74-597633 **Filed:** NOVEMBER 10, 1994

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX ENERGY WEAR E

Status: PENDING - SUSPENDED SUSPENSION CHECK **Date:** FEBRUARY 17, 1999

Goods/Services:

Int'l. Class: 25 **(U.S. Class:** 22, 39)
CLOTHING, NAMELY, ACTIVE WEAR, NAMELY, SWIMWEAR, OUTERWEAR, BATHING SUITS, BATHING TRUNKS, BATHROBES, BLOUSES, BODY SHAPERS, BODY SUITS, BOLEROS, BRAS, BOXER SHORTS, BELTS, CAFTAN, CAMISOLES, CAPES, CATS, CARDIGANS, CHEMISES, COVERALLS, COVERUPS, CULOTTES, DRESSES, DRESS AND CASUAL FOOTWEAR, ATHLETIC FOOTWEAR, SLIPPERS, BOOTS, EAR MUFFS, VESTS, GIRDLES, GLOVES, CAPS, HATS, HEAD BANDS, HOSIERY, GOWNS, HOODS, JACKETS, JEANS, JERSEYS, JUMPERS, JUMPSUITS, GYM SHORTS, HANDKERCHIEFS, KIMONOS, SPORTSWEAR, NAMELY, SWEAT BANDS, SWEAT PANTS, SWEAT SHIRTS, SWEAT SUITS, SWEAT SHORTS, JOGGING SUITS, LEG WARMERS, LEGGINGS, LEOTARDS, LOUNGEWEAR, PAJAMAS, NIGHT GOWNS, PANTIES, UNDERWEAR, SLIPS, PANTS, PANTSUITS, PLAY SUITS, POCKET SQUARES, PONCHOS, OVERALLS, PULLOVERS, RAINCOATS, RAINWEAR ROMPERS, SCARVES, SHAWLS, SHIRTS, SHORTS, SKIRTS, SLEEPWEAR, SOCKS, SPORT COATS, SUITS, SWEATERS, T-SHIRTS, TANK TOPS, UNDERSHIRTS, POLO SHIRTS, SKI SUITS, SKIWEAR, TIES, NECKTIES, SUSPENDERS, PARKAS, BLAZERS, MUFFLERS, NECKERCHIEFS, SUN VISORS, TENNIS WEAR, TIGHTS, TUXEDOS, VISORS, BANDANNAS, WARM UP SUITS, WET SUITS, AND WRIST BANDS.
First Use: DECEMBER 31, 1991 **In Commerce:** DECEMBER 31, 1991

Serial No.: 74-682482 **Filed:** MAY 31, 1995

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EXERCISE INTELLIGENCE

Status: REGISTERED

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
HEALTH CLUB SERVICES.
First Use: SEPTEMBER 1, 1993 **In Commerce:** SEPTEMBER 1, 1993

Registration No.: 1,966,381 **Registered:** APRIL 9, 1996
Serial No.: 74-590702 **Filed:** OCTOBER 26, 1994
Published: JANUARY 16, 1996

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Registrant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EVOLUTION OF FITNESS

F-28

EVOLUTION OF FITNESS

Status: ALLOWED - INTENT TO USE 2ND EXTENSION GRANTED **Date:** MAY 19, 1999

Goods/Services:
Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
HEALTH CLUB SERVICES.

Serial No.: 75-325373 **Filed:** JULY 16, 1997
Published: FEBRUARY 24, 1998

Disclaimer: "FITNESS".

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
HARRIS BEACH & WILCOX LLP
530 FIFTH AVE
NEW YORK NY 10036

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
895 BROADWAY
NEW YORK, NY 10003

ERRICO, VITO, (UNITED STATES CITIZEN)
895 BROADWAY
NEW YORK, NY 10003

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
895 BROADWAY
NEW YORK, NY 10003

EQUINOX

F-29

EQUINOX

Status: ABANDONED - MISASSIGNED S.N. **Date:** OCTOBER 18, 1999

Goods/Services:
Int'l. Class: 29 (**U.S. Class:** 46)

Int'l. Class: 30 (**U.S. Class:** 46)

Int'l. Class: 32 (**U.S. Class:** 45, 46, 48)

Serial No.: 75-757970 **Filed:** JULY 22, 1999

Applicant: DANNY ERRICO AND VITO ERRICO
NEW YORK, NY 10024

EQUINOX

Status: ABANDONED
FAILURE TO RESPOND

Date: MAY 22, 1996

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100, 101)
WELLNESS CENTERS.
First Use: DECEMBER 31, 1994 **In Commerce:** DECEMBER 31, 1994

Serial No.: 74-626707 **Filed:** JANUARY 27, 1995

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX

Status: ABANDONED - NO STATEMENT OF USE
Date: OCTOBER 22, 1998

Goods/Services:
Int'l. Class: 9 (**U.S. Class:** 21, 23, 26, 36, 38)
PRERECORDED AUDIO AND AUDIO-VIDEO TAPES FEATURING EDUCATIONAL INFORMATION RELATING TO PHYSICAL FITNESS, AEROBICS, WEIGHT TRAINING, GROSS TRAINING RECREATION AND SPORTING ACTIVITIES.

Int'l. Class: 41 (**U.S. Class:** 100, 101, 107)
ENTERTAINMENT, NAMELY, MODELLING AND FASHION SHOWS; ENTERTAINMENT IN THE NATURE OF ON-GOING PROGRAMS IN THE FIELD OF NEWS, COMEDY AND VARIETY; VIDEO AND MOTION PICTURE PRODUCTION SERVICES.

Serial No.: 75-976436 **Filed:** MAY 15, 1996
Published: JANUARY 27, 1998

Add'l. U.S. Reg. No(s).: 1,796,108, 1,900,162.

Additional Info.: INTENT TO USE - NO USE CLAIMED.

CHILD OF SN 75-104520.

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER
41 MADISON AVENUE
NEW YORK, NY 10010

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 12010

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 12010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 12010

EQUINOX

Status: ABANDONED - NO STATEMENT OF USE
Date: MAY 19, 1996

Goods/Services:
Int'l. Class: 41 **(U.S. Class:** 107)
ENTERTAINMENT; NAMELY, MODELING AND FASHION SHOWS; ENTERTAINMENT IN THE NATURE OF ON-GOING TELEVISION PROGRAMS IN THE FIELD OF NEWS, COMEDY, AND VARIETY; VIDEO AND MOTION PICTURE PRODUCTION SERVICES.

Serial No.: 74-313902 **Filed:** SEPTEMBER 15, 1992
Published: FEBRUARY 23, 1993

Additional Info.: INTENT TO USE - NO USE CLAIMED.

PARENT OF SN(S) 74-802244.

Correspondent: DENISE A. LINDENAUER
LIDDY SULLIVAN GALWAY BEGLER, ET AL.
41 MADISON AVENUE
NEW YORK, NY 10010

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

EQUINOX PHYSICAL THERAPY

Status: ABANDONED - NO STATEMENT OF USE
Date: MAY 19, 1996

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100)
RENDERING OF PHYSICAL THERAPY SERVICES.

Serial No.: 74-314159 **Filed:** SEPTEMBER 15, 1992
Published: FEBRUARY 23, 1993

Disclaimer: "PHYSICAL THERAPY".

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY, BEGLER & PEROFF
41 MADISON AVENUE
NEW YORK, NY 10010

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

EQUINOX FITNESS & EDUCATION

Status: ABANDONED - NO STATEMENT OF USE
Date: MAY 19, 1996

Goods/Services:
Int'l. Class: 9 **(U.S. Class:** 21, 36)
PRE-RECORDED, EDUCATIONAL AUDIO AND VIDEO TAPES FEATURING PHYSICAL FITNESS, AEROBICS, WEIGHT TRAINING, GROSS TRAINING, AND RECREATIONAL AND SPORTING ACTIVITIES.

Serial No.: 74-319221 **Filed:** SEPTEMBER 30, 1992
Published: FEBRUARY 23, 1993

Disclaimer: "FITNESS & EDUCATION".

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY, BEGLER & PEROFF
41 MADISON AVENUE
NEW YORK, NY 10010

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10023

EQUINOX FITNESS CLUB

Status: ABANDONED - AFTER EX PARTE APPEAL
Date: FEBRUARY 24, 1998

Goods/Services:
Int'l. Class: 20 (**U.S. Class:** 2, 13, 22, 25, 32, 50)
FURNITURE, PICTURE FRAMES, MIRRORS, BOOK CASES, CHESTS, FIGURES, FIGURINES, JEWELRY CASES NOT OF PRECIOUS METALS, PLASTIC KEY CHAIN TAGS, MONEY CLIPS, NOVELTY BUTTONS, STATUES, GIFT DECORATIONS MADE OF PLASTIC.

Int'l. Class: 21 (**U.S. Class:** 2, 13, 23, 29, 30, 33, 40, 50)
COSMETIC BRUSHES, EYEBROW BRUSHES, HAIR BRUSHES, NAIL BRUSHES, HAIR COMBS, SHAVING BRUSH STANDS, SHAVING BRUSHES, SHAVING DISHES, SHAVING POTS, SOAP CONTAINERS, CONTAINERS FOR FOOD OR BEVERAGES COASTERS, BEVERAGE STIRRERS, CORK HOLDERS, CORK SCREWS, CUPS, BEVERAGE GLASSWARE, MUGS, FIGURINES; BRUSHES FOR PETS.

Serial No.: 74-581962 **Filed:** OCTOBER 4, 1994

Add'l. U.S. Reg. No(s).: 1,796,108.

Disclaimer: "FITNESS CLUB".

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Ex parte appeal
Status: PENDING LIMIT OF APPEAL, FEBRUARY 24, 1998
Decision: DISMISSED - FAILURE TO FILE BRIEF, FEBRUARY 24, 1998

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX URBAN SPORT

Status: ABANDONED - NO STATEMENT OF USE
Date: JUNE 18, 1997

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100, 101)
RETAIL STORES FEATURING SPORTING GOODS, SPORTING EQUIPMENT AND CLOTHING.

Serial No.: 75-010775 **Filed:** OCTOBER 26, 1995
Published: SEPTEMBER 24, 1996

Disclaimer: "SPORT".

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: ANDREW V. GALWAY
LIDDY, SULLIVAN, GALWAY & BEGLER
41 MADISON AVENUE
NEW YORK, NY 10010

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX SUB-CULTURE

Status: ABANDONED - NO STATEMENT OF USE
Date: AUGUST 26, 1997

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100, 101)
RETAIL STORES FEATURING SPORTING GOODS, SPORTING EQUIPMENT AND CLOTHING.

Serial No.: 75-020787 **Filed:** NOVEMBER 16, 1995
Published: DECEMBER 3, 1996

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H BEGLER
LIDDY SULLIVAN GALWAY BEGLER & COHEN
708 3RD AVE
NEW YORK NY 10017

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

EQUINOX FITNESS CLUB

Status: ABANDONED - NO STATEMENT OF USE
Date: DECEMBER 31, 1998

Goods/Services:

Int'l. Class: 5 (**U.S. Class:** 6, 18, 44, 46, 51, 52)
ATHLETE'S FOOT POWDER; BANDAGES, ADHESIVE BANDAGE FOR SKIN WOUNDS; FOOD SUPPLEMENTS, VITAMINS, MINERAL SUPPLEMENTS; MEDICATED AND DANDRUFF SHAMPOO; FLEA COLLARS FOR DOGS; GROOMING PREPARATION FOR DOGS.

Int'l. Class: 9 (**U.S. Class:** 21, 26)
PRE-RECORDED, EDUCATIONAL AUDIO AND VIDEO TAPES FEATURING PHYSICAL FITNESS, AEROBICS, WEIGHT TRAINING, GROSS TRAINING AND RECREATIONAL AND SPORTING ACTIVITIES.

Int'l. Class: 41 (**U.S. Class:** 107)
EDUCATIONAL AND ENTERTAINMENT SERVICES; NAMELY, MODELING; ENTERTAINMENT SERVICES IN THE NATURE OF MODELING PERFORMANCES, TELEVISION SHOWS, TELEVISIONS SPECIALS, CARTOONS, DOCUMENTARIES, FASHION SHOWS; VIDEO AND MOTION PICTURE PRODUCTION SERVICES.

Int'l. Class: 42 (**U.S. Class:** 100)
RENDERING PHYSICAL THERAPY SERVICES.

Serial No.: 75-976375 **Filed:** OCTOBER 4, 1994
Published: APRIL 7, 1998

Add'l. U.S. Reg. No(s).: 1,796,108, 1,900,162.

Disclaimer: "FITNESS CLUB".

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Correspondent: JAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Owner: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
NEW YORK, NY

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

URBAN SPA

F-39

URBAN SPA

Status: ABANDONED - MISASSIGNED S.N.
Date: NOVEMBER 21, 1995

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100, 101)
SPA SERVICES.
First Use: DECEMBER 31, 1991 **In Commerce:** DECEMBER 31, 1991

Serial No.: 74-682484 **Filed:** MAY 31, 1995

Correspondent: HAY H. BEGLER
LIDDY, SULLIVAN, GALWAY & BEGLER, P.C.
41 MADISON AVENUE
NEW YORK, NY 10010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

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URBAN SPA

URBAN SPA

Status: ABANDONED - AFTER EX PARTE APPEAL
Date: OCTOBER 25, 1997

Goods/Services:
Int'l. Class: 42 (**U.S. Class:** 100, 101)
HEALTH SPA SERVICES.

Serial No.: 75-064108 **Filed:** FEBRUARY 6, 1996

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Ex parte appeal
Status: TERMINATED, APRIL 23, 1998

Correspondent: MARCELLA ANN STAPOR
LIDDY SULLIVAN GALWAY BEGLER & COHEN PC
708 THIRD AVENUE
NEW YORK, NY 10010

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

PEAK SYSTEMS

Status: ABANDONED - AFTER EX PARTE APPEAL
Date: JUNE 24, 1999

Goods/Services:
Int'l. Class: 3 (**U.S. Class:** 1, 4, 6, 50, 51, 52)
BODY CREAM, BODY LOTION, BODY GEL; PERSONAL DEODORANTS AND ANTI-PERSPIRANTS; PERSONAL SOAPS; BODY POWDER; BATH OILS; BATH SALTS; SHOWER GEL; SHAMPOO; CONDITIONER; NON-MEDICATED SKIN TREATMENT PREPARATIONS, SKIN CLEANSERS, MOISTERIZERS, SKIN TONICS, SKIN REFINERS, SUN PROTECTION PREPARATIONS AND SUNCREENED LOTION, FRAGRANCE FOR PERSONAL USE; COLOGNE; BLEMISH CONTROL PREPARATIONS.

Serial No.: 75-282917 **Filed:** APRIL 28, 1997

Additional Info.: INTENT TO USE - NO USE CLAIMED.

Ex parte appeal
Status: TERMINATED, JUNE 24, 1999

Correspondent: BARBARA L. FRIEDMAN
HARRIS BEACH & WILCOX
250 PARK AVENUE
NEW YORK, NY 10177

Applicant: ERRICO, DANNY, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

ERRICO, VITO, (UNITED STATES CITIZEN)
344 AMSTERDAM AVENUE
NEW YORK, NY 10024

Search Type: Ownership Search

Mark Searched: DONATO ERRICO

We have searched our **state** database and found no exact references in point for the above-mentioned mark searched.