

01-15-2002



ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademark

101946366

or copy thereof.

1. Name of conveying party(ies):

SSCUS Acquisition Co.

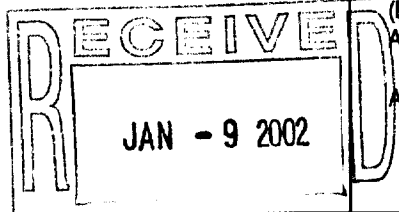
- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Illinois
- Other 01-9-2

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Bankruptcy Sale

Execution Date: July 11, 2001



2. Name and address of receiving party(ies):

Name: Worldwide Sport & Social Club, LLC

Internal Address: 1516 North Fremont

Street Address: 1516 North Fremont

City: Chicago State: Illinois ZIP: 60622

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Illinois
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
75/874345 75/874346

B. Trademark Registration No.(s)

2461246	2452809	2442289	2438407	1998034	2452807
2452808	2500360	2452806	1998040	1998041	1998042
1998043	1942541	1998036	2005710	1998044	2377158
2098478	2009612	1998037	1998039	2348035	2000870
2009614	1998038	1998045	1998048	2000885	2306232
1998035					

Additional numbers attached? Yes No

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

ORUM & ROTH
53 West Jackson Boulevard
Suite 1616
Chicago, Illinois 60604

01/14/2002 LNUELLER 00000166 75874345

01 FC:481 40.00 OP
02 FC:482 800.00 OP

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41)..... \$ 840.00
 Enclosed

Authorized to be charged to deposit Account

8. Deposit account number: 4-2219
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Patricia A. Cigelnik
Signature

Patricia A. Cigelnik
Name of Person Signing

November 28, 2001
Date

Total number of pages comprising cover sheet: 1

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made this 11th day of July, 2001, by ALBERTA P. STAHL, Chapter 7 Trustee of the bankruptcy estates of SSCUS Acquisition Company, solely in her capacity as the trustee ("Seller"), in favor of WORLDWIDE SPORT & SOCIAL CLUB, LLC ("Buyer").

WITNESSETH

Pursuant to that certain Order Authorizing the Sale of Certain Personal Property of the Debtor Free and Clear of Liens and Interests Pursuant to 11 U.S.C. § 363(f) with Overbid Procedure entered on or about July 11, 2001, Seller is authorized to sell the assets listed below on an "as-is," "where-is" basis without representations or warranties. The assets which are the subject of this bill of sale are as follows:

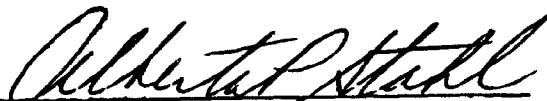
1. All computer and equipment owned by SSCUS Acquisition Company ("the Debtor" and located at the Debtor's principal place of business at 180 N. LaSalle Street, Suite 1000, Chicago, Illinois;
2. The Debtor's corporate name, goodwill and interest in any and all intellectual property rights and any non-compete agreements including, without limitation, internet website domain names and addresses, trademarks, trade names and logos, and all accompanying workpapers and related documents, if any;
3. The shares owned by the Debtor in each of the following corporations:
 - (a) Charlotte Sport and Social Club, Inc.
 - (b) Cincinnati Sport and Social Club, Inc.
 - (c) Cleveland Sport and Social Club, Inc.
 - (d) Columbus Sport and Social Club, Inc.
 - (e) Denver Sport and Social Club, Inc.
 - (f) Houston Sport and Social Club, Inc.
 - (g) Orlando Sport and Social Club, Inc.
 - (h) Philadelphia Sport and Social Club, Inc.
 - (i) Seattle Sport and Social Club, Inc.
 - (j) Southern California Sport and Social Club, Inc.
 - (k) Tampa Bay Sport and Social Club, Inc.
 - (l) Twin Cities Sport and Social Club, Inc.
 - (m) Washington Sport and Social Club, Inc.

The above-listed assets are hereinafter collectively referred to as "the Equipment."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer any and all of the estate's right, interest, and title in the Equipment on an "as-is," "where-is" basis, without any representations or warranties.

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs, and legatees of Buyer and Seller.

This Bill of Sale shall be governed by, interpreted under, and construed in accordance with, the laws of the State of California. The Bankruptcy Court of the Central District of California shall have exclusive and sole jurisdiction over any disputes arising over this Bill of Sale.



ALBERTA P. STAHL, Chapter 7 Trustee of the
Estate of SSCUS Acquisition Company