

3/7/02 REC

04-15-2002

SHEET

DMS No. 0651-0011 (exp. 4-94)



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To the Honorable Commissioner of Patents

102055724

attached original documents or copy thereof.

1. Name of conveying party(ies):

Donato (a/k/a Danny) an individual, and, Vito Errico, an individual 895 Broadway, NYC, NY 10003

- Individual(s) [checked] Association [] General Partnership [] Corporation-State [] Other []

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

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: November 7, 2000

2. Name and address of receiving party(ies)

Name: Equinox Holdings, Inc.

Internal Address: 895 Broadway

Street Address:

City: New York State: ZIP: 10003

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State Delaware [checked] 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 [checked] No

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

A. Trademark Application No.(s)

See Schedule A attached.

B. Trademark Registration No.(s)

Additional numbers attached? [checked] Yes [] No

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

Name: Jay H. Begler

Internal Address: Buchanan Ingersoll, P.C.

140 Broadway

Street Address: (140 Broadway)

City: New York State: NY ZIP: 10005

6. Total number of applications and registrations involved: 41

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

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

8. Deposit account number:

50-1448

(Attach duplicate copy of this page if paying by deposit account)

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40.00 DP 1000.00 DP

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.

Jay H. Begler Name of Person Signing

[Signature]

Signature

3/27/02 Date

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

Mail documents to be recorded with required cover sheet information to:

Equinox Trademarks

TRADEMARK	SERIAL NUMBER
EVOLUTION OF FITNESS	75/325373
EQ TV	75/757969
E-STRETCH	75/059391
E-MAX	75/059389
EQUINOX	75/976436
EQUINOX FITNESS CLUB	75/976375
EQUINOX	75/394413
GET RESULTS	75/389617
PEAK SYSTEMS	75/282917
EQUINOX	75/223374
PEAK	75/215917
POWER BOX	75/117750
POWER STRIKE	75/116395
EQUINOX	75/104520
EQUINOX	75/104519
EQUINOX	75/088057
URBAN SPA	75/064108
STRIDING	75/063961
E-CLIPS	75/059390
EQUINOX SUB-CULTURE	75/020787
EQUINOX URBAN SPORT	75/010775
EQUINOX	74/802244
EQUINOX	74/715627
EQUINOX	74/682483
EQUINOX ENERGY WEAR E	74/682482
NUTRIBAR	74/676647
EQUINOX	74/626707
EQUINOX	74/626706
EQUINOX LOGO	74/597633
EXERCISE INTELLIGENCE	74/590702
EQUINOX FITNESS CLUB	74/581962
EQUINOX	74/323844
EQUINOX FITNESS & EDUCATION	74/319221
EQUINOX	74/319220
EQUINOX PHYSICAL THERAPY	74/314159
EQUINOX	74/313909
EQUINOX	74/313902
EQUINOX	74/284250

TRADEMARK	SERIAL NUMBER
EQUINOX	74/197463
EQUINOX	75/757970
URBAN SPA	74/682484

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of November 7, 2000, is by Donato Errico, Jr., an individual, and Vito Errico, an individual (each an "Assignor," together the "Assignors"), in favor of Equinox Holdings, Inc., a Delaware corporation (the "Assignee"), for its benefit.

WITNESSETH:

WHEREAS, Assignors own all right, interest and title to and in the trademarks, trade names, slogans, logos and/or domain names listed in the attached Schedule A (the "Trademarks") and the registrations and pending applications associated therewith, together with (i) the past, present and future goodwill of the business symbolized by or affiliated with such Trademarks, (ii) all rights, powers, privileges and immunities arising or accrued from the Trademarks, including all causes of action for past, present and future infringements based on such Trademarks and (iii) all the benefits of any trademark applications comprised in the Trademarks, such that upon registration of such trademark applications this Assignment shall vest the same in Assignee, together with the goodwill of the business relating to the goods and/or services in respect of which such trademark applications are pending (collectively, the "Trademark Rights"); and

WHEREAS, Assignee desires to acquire the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment. In consideration of the sum of U.S.\$10.00 (TEN DOLLARS) now paid by Assignee to Assignors, the receipt whereof Assignors hereby acknowledges, Assignors hereby sell, assign, transfer and set over to Assignee the entire right, title and interest of Assignors in and to the Trademark Rights, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made. This Assignment is intended to be an absolute assignment and not by way of security.

2. Representations. Assignors hereby represent and warrant that (i) Assignors are the sole and exclusive owners of the entire right, title and interest in and to the Trademark Rights and have full power to enter into this Assignment, (ii) the Trademark Rights are free of any liens, encumbrances or other claims of third parties including, but not limited to, any licenses, (iii) the Trademark Rights do not infringe upon any rights of third parties and (iv) the Trademark Rights are valid and enforceable.

3. Further Assurances. Assignors agree to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

(Handwritten marks)

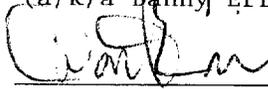
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4. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to its conflict of law provisions.

IN WITNESS WHEREOF, each of Assignors and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNORS

DONATO ERRICO, JR.
(a/k/a Danny Errico)

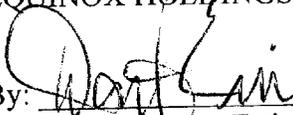


VITO ERRICO



ASSIGNEE

EQUINOX HOLDINGS, INC.

By: 

Name: Donato Errico, Jr.
Title: President