

12-22-2003

COVER SHEET  
ONLY

U.S. DEPARTMENT OF  
Patent and Trademark

12-22-03



Tab settings

To the Honorable Commission 102629059

Read the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Deutsche Bank Trust Company Americas  
(f/k/a Bankers Trust Company), as Collateral Agent

- Individual(s)
  - Association
  - General Partnership
  - Limited Partnership
  - Corporation-State
  - Other \_\_\_\_\_
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Equinox Holdings, Inc.

Internal Address: \_\_\_\_\_

Street Address : 895 Broadway

City: New York State: NY Zip: 10003

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_

- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State DE

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: December 16, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)  
75757970 74682484

B. Trademark Registration  
- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: Federal Research Co.

Internal Address: \_\_\_\_\_

1030 15<sup>th</sup> St NW  
Suite 920  
Washington DC. 20005

6. Total number of applications and registrations

41

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

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

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

12/23/2003 LINDELLER 00000006 75757970

DO NOT USE THIS SPACE

Q1 FC:8521 40.00 OP  
Q2 FC:8522 1000.00 OP

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 of the original document.

Rebecca L. Ramstrom  
Name of Person

Rebecca L. Ramstrom  
Signature

12/18/03

Date

9

Total number of pages including cover sheet, attachments, and

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

## Equinox Holdings, Inc. - US Trademarks

Trademark	Registration No.	Registration Date	Application No.
EVOLUTION OF FITNESS	N/A	N/A	75325373
EQ TV	N/A	N/A	75757969
E-STRETCH	N/A	N/A	75059391
E-MAX	N/A	N/A	75059389
EQUINOX	N/A	N/A	75976436
EQUINOX FITNESS CLUB	N/A	N/A	75976375
EQUINOX	N/A	N/A	75394413
GET RESULTS	N/A	N/A	75389617
PEAK SYSTEMS	N/A	N/A	75282917
EQUINOX	N/A	N/A	75223374
PEAK	2455615	May 29, 2001	75215917
POWER BOX	2055339	April 22, 1997	75117750
POWER STRIKE	2055315	April 22, 1997	75116395
EQUINOX	N/A	N/A	75104520
EQUINOX	N/A	N/A	75104519
EQUINOX	N/A	N/A	75088057
URBAN SPA	N/A	N/A	75064108
STRIDING	N/A	N/A	75063961
E-CLIPS	N/A	N/A	75059390
EQUINOX SUB-CULTURE	N/A	N/A	75020787
EQUINOX URBAN SPORT	N/A	N/A	75010775
EQUINOX	1903842	July 4, 1995	74802244
EQUINOX	2074971	July 1, 1997	74715627
EQUINOX	2104559	October 14, 1997	74682483
EQUINOX ENERGY WEAR E	N/A	N/A	74682482
NUTRIBAR	2231275	March 16, 1999	74676647
EQUINOX	N/A	N/A	74626707
EQUINOX	2090336	August 26, 1997	74626706
EQUINOX LOGO	N/A	N/A	74597633
EXERCISE INTELLIGENCE	1966381	April 9, 1996	74590702
EQUINOX FITNESS CLUB	N/A	N/A	74581962
EQUINOX	2049342	April 1, 1997	74323844
EQUINOX Fitness & Education	N/A	N/A	74319221
EQUINOX	N/A	N/A	74319220
EQUINOX PHYSICAL THERAPY	N/A	N/A	74314159
EQUINOX	2006462	October 8, 1996	74313909
EQUINOX	N/A	N/A	74313902
EQUINOX	1900162	June 13, 1995	74284250

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Application No.</b>
EQUINOX	1796108	September 28, 1993	74197463
EQUINOX	N/A	N/A	75757970
URBAN SPA	N/A	N/A	74682484

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

TERMINATION AND RELEASE dated as of December 16, 2003, from Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company) as Collateral Agent (the "Collateral Agent"), with principal offices at 60 Wall Street, New York, NY 10005, to Equinox Holdings, Inc., a Delaware corporation (the "Grantor"), with principal offices at 895 Broadway, New York, NY 10003 (capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined)).

WITNESSETH:

WHEREAS, in accordance with the Credit Agreement, dated as of December 15, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Collateral Agent and the Lenders (as defined therein), a security interest (the "Security Interest") was granted by the Grantor to the Collateral Agent in certain Trademark Collateral (as hereinafter defined), pursuant to (i) the Security Agreement, dated as of December 15, 2000 (the "Security Agreement"), made by the Grantor and other Assignors, in favor of the Collateral Agent, for the benefit of the Secured Creditors, and (ii) the Grant of Security Interest in United States Trademarks, dated as of December 15, 2000 (the "Trademark Grant", and together with the Security Agreement, the "Security Documents"), made by the Grantor, in favor of the Collateral Agent;

WHEREAS, the Trademark Grant was recorded in the Trademark Division of the United States Patent & Trademark Office on February 9, 2001, at Reel 2237, Frame 0761;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in accordance with Section 10.8 of the Security Agreement, the Collateral Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in:
  - (a) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A hereto,
  - (b) all Proceeds and products of the Marks,

and (c) the goodwill of the businesses with which the Marks are associated

(d) all causes of action for infringement of any of the Marks or unfair competition regarding the same.

2. Release of Security Interest: Pursuant to Section 10.8 of the Security Agreement, the Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral.

\* \* \*

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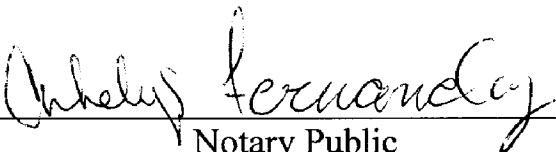
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS (f/k/a Bankers Trust  
Company), as Collateral Agent

By: Mary Kay Coyle  
Name: Mary Kay Coyle  
Title: Managing Director

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

On this 15<sup>th</sup> day of December, 2003, before me personally appeared Mary Kay Coyle 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)

**ANHELYS FERNANDEZ**  
Notary Public, State of New York  
No. 01FE6048139  
Qualified in New York County  
Commission Expires Sept. 18, 2006

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