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1 SHEET

U.S. DEPARTMENT OF  
Patent and Trademark

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To the Honorable Commissioner of Patents

102633321

attached original documents or copy thereof.

1. Name of conveying party(ies):  
EQUINOX HOLDINGS, INC.

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

2. Name and address of receiving party(ies)  
Name: Merrill Lynch Capital, a division of Merrill  
Lynch Business Financial Services Inc., as Agent

Internal Address: \_\_\_\_\_  
Street Address : 222 North LaSalle Street, 17<sup>th</sup> Floor  
City: Chicago State: IL Zip: 60601

- 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
- Merger
- Change of Name

Execution Date: December 16, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)  
74319220, 75104520, 75104519, 75223374  
74682482, 74597633

B. Trademark Registration  
2090336 2049342 1900162 1796108 2074971  
2104559 1903842 2231275 2455615 2055339

Additional numbers attached? NO

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

Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700  
Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Stat \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and registrations ..... **16**

7. Total fee (37 CFR 3.41)..... \$ 415.00

- Enclosed
- Authorized to be charged to deposit

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

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

01 FC:8521 40.00 00  
02 FC:8522 375.00 00

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 of the original document.

Rebecca L. Ramstrom  
Name of Person

Rebecca L. Ramstrom  
Signature

12/24/03  
Date

**5**

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

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of December, 2003 by Equinox Holdings, Inc., a Delaware corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.


2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment, performance and observance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or hereafter acquired:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**EQUINOX HOLDINGS, INC.**, a Delaware corporation

By:   
Name: Scott Rosen  
Title: Treasurer and Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

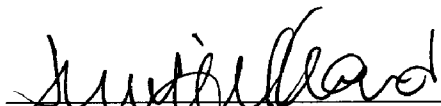
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**EQUINOX HOLDINGS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Scott Rosen  
Title: Treasurer and Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:   
Name: Jennifer Sluda  
Title: Vice President

## SCHEDULE A

### TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Trademark</u> *	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>
EQUINOX	United States	2090336	August 26, 1997	74626706
EQUINOX	United States	2049342	April 1, 1997	74323844
EQUINOX	United States	N/A	N/A	74319220
EQUINOX	United States	1900162	June 13, 1993	74284250
EQUINOX	United States	1796108	September 28, 1993	74197463
EQUINOX	United States	2074971	July 1, 1997	74715627
EQUINOX	United States	2104559	October 14, 1997	74682483
EQUINOX	United States	N/A	N/A	75104520
EQUINOX	United States	N/A	N/A	75104519
EQUINOX	United States	1903842	July 4, 1995	74802244
EQUINOX	United States	N/A	N/A	75223374
EQUINOX ENERGY WEAR E	United States	N/A	N/A	74682482
EQUINOX LOGO	United States	N/A	N/A	74597633
NUTRIBAR	United States	2231275	March 16, 1999	74676647
PEAK	United States	2455615	May 29, 2001	75215917
POWER BOX	United States	2055339	April 22, 1997	75117750

\* All the listed trademarks are owned by Equinox Holdings, Inc.