

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Equinox Holdings, Inc.		02/10/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hypo Real Estate Capital Corporation
Street Address:	622 Third Avenue
Internal Address:	29th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2455615	PEAK
Registration Number:	1903842	EQUINOX
Registration Number:	2074971	EQUINOX
Registration Number:	2090336	EQUINOX
Registration Number:	1900162	EQUINOX
Registration Number:	1796108	EQUINOX
Registration Number:	1246474	EQUINOX
Serial Number:	78580444	IT'S NOT FITNESS IT'S LIFE
Serial Number:	78439970	PURE
Serial Number:	75757970	
Serial Number:	75976436	EQUINOX
Serial Number:	75104519	EQUINOX
Serial Number:	74682482	EQUINOX ENERGY WEAR E

CH \$465.00 2455615

Serial Number:	74597633	EQUINOX LOGO
Serial Number:	74319220	EQUINOX
Serial Number:	74676647	NUTRIBAR
Registration Number:	2055315	POWER STRIKE
Serial Number:	75223374	EQUINOX

CORRESPONDENCE DATA

Fax Number: (212)940-8671

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-940-8673

Email: jan.tamulewicz@kattenlaw.com

Correspondent Name: Jan Tamulewicz

Address Line 1: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	33406-00005
NAME OF SUBMITTER:	Jan Tamulewicz
Signature:	/Jan Tamulewicz/
Date:	02/13/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of February, 2006 by EQUINOX HOLDINGS, INC., a Delaware corporation ("Grantor"), in favor of HYPO REAL ESTATE CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative 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 A 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.

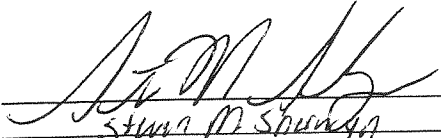
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


EQUINOX HOLDINGS, INC., a Delaware corporation

By: 
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

HYPO REAL ESTATE CAPITAL CORPORATION,
a Delaware corporation,
as Administrative Agent

By: 
Name: Steven M. Shuman
Title: Director

By: 
Name: Chris Landon
Title: Associate

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	U.S. Registration No.	Date Registered
PEAK	2,455,615	05/29/2001
POWER STRIKE	2,055,315	04/22/1997
EQUINOX	1,903,842	07/04/1995
EQUINOX & Design	2,074,971	07/01/1997
EQUINOX	2,090,336	08/26/1997
EQUINOX	1,900,162	06/13/1995
EQUINOX	1,796,108	09/28/1993
EQUINOX	1,246,474	07/26/1983

TRADEMARK APPLICATIONS

Trademark	U.S. Serial No.	Filing Date
IT'S NOT FITNESS IT'S LIFE	78/580,444	03/04/2005
PURE	78/439,970	06/23/2004
EQUINOX	75/757,970	07/22/1999
EQUINOX	75/223,374	01/09/1997
EQUINOX	75/976,436	05/15/1996
EQUINOX	75/104,519	05/15/1996
EQUINOX ENERGY WEAR E & Design	74/682,482	05/31/1995
EQUINOX LOGO	74/597,633	11/10/1994
EQUINOX	74/319,220	09/30/1992
NUTRIBAR	74/676,647	03/16/1999

Trademark Security Agreement