

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deloitte & Touche LLP		06/13/2008	Limited Liability Partnership: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	STR Global Limited		
Street Address:	The Blue Fin Building, 110 Southwark Street, 1st Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE1 0TG		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3295931	HEALTHCLUBBENCHMARK	
CORRESPONDENCE DATA			
Fax Number:	(615)248-3040		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-252-3552		
Email:	mward@boultcummings.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	089455-009		
DOMESTIC REPRESENTATIVE			
Name:	Chris Sloan		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		

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NAME OF SUBMITTER:	Mary Ward
Signature:	/mary ward/
Date:	08/13/2008
Total Attachments: 3 source=doc20080813174305#page1.tif source=doc20080813174305#page2.tif source=doc20080813174305#page3.tif	

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment"), is made and entered into as of the 13 day of June, 2008, by and between DELOITTE & TOUCHE LLP, a United Kingdom limited liability partnership ("Assignor"), and STR GLOBAL LIMITED, a United Kingdom company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the sole owner of the exclusive right, title and interest in and to that certain Trademark set forth on Exhibit A attached hereto and incorporated herein by reference (the "Mark"); and

WHEREAS, Assignor and Assignee have agreed that Assignor shall transfer and assign to Assignee the exclusive right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **ASSIGNMENT.** Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest under, in and to the following:

(a) the entire and exclusive right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including the right to register the Mark to Assignee's name throughout the world; and

(b) the sole right to enforce rights in said Mark with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims and demands and other rights for infringements thereof; including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

2. **FURTHER ASSURANCES.** Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment contemplated hereby.

3. **BINDING EFFECT.** This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignee and its successors and assigns and shall inure to the benefit of Assignor and its successors and assigns.

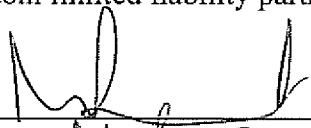
4. **MODIFICATION.** This Assignment may be modified or supplemented only by written agreement of the parties hereto.

5. **COUNTERPARTS.** This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized officers, all as of the day and year first above written.

ASSIGNOR:

DELOITTE & TOUCHE, LLP
a United Kingdom limited liability partnership

By: 
Name: M. J. S.
Title: PARTNER.

ASSIGNEE:

STR GLOBAL LIMITED, a United Kingdom
company


By: 
Name: MARK V LOUANO
Title: DIRECTOR.

EXHIBIT A

Mark	Services	Reg. No.
HealthClubBenchmark	<p>International Class: 035 Database management; computerized database management; conducting business surveys, profits surveys, and profit and loss surveys; business advisory, business information and business consultancy services relating to all the aforesaid services; collection of business information relating to the performance of health clubs</p> <p>International Class: 041 Providing information and consulting in the field of health club exercise training</p> <p>International Class: 043 Consulting services in the field of hospitality, namely, temporary accommodations in the health club industry</p>	3295931