TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Equinox Holdings, Inc.		01/28/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association as Collateral Agent
Street Address:	225 Asylum Street
Internal Address:	23rd Floor
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	3722700	EQUINOX
Registration Number:	2900890	BUFFPEDICURE
Registration Number:	2911363	BUFFSPA
Registration Number:	2917627	BUFFBROW
Registration Number:	3046071	TUFFBUFF
Registration Number:	2563671	BUFFFLEXOLOGY
Registration Number:	2592467	BUFFSPA
Registration Number:	3118571	EQUINOX
Registration Number:	3152418	EQUINOX ENERGY WEAR E
Registration Number:	3153005	IT'S NOT FITNESS IT'S LIFE
Registration Number:	1796108	EQUINOX
Registration Number:	3334227	CHAOS TRAINING
Registration Number:	3372664	EFTI

CH $1440.00 3722700

Registration Number:	3372602	EQUINEWS
Registration Number:	3377795	EQUINOX
Registration Number:	3381293	E
Registration Number:	3384480	IT'S NOT FITNESS. IT'S LIFE.
Registration Number:	3388156	EQUINOX ACADEMY
Registration Number:	3467312	EQUIFIT
Registration Number:	1246474	EQUINOX
Registration Number:	3542543	EQUINOX
Registration Number:	3542542	EQUINOX
Registration Number:	3557077	E
Registration Number:	3558860	MYEQ
Registration Number:	1900162	EQUINOX
Registration Number:	1903842	EQUINOX
Registration Number:	3675131	FITNESS LIFESTYLE BY EQUINOX
Registration Number:	3581938	FITNESS LIFESTYLE
Registration Number:	2074971	EQUINOX
Registration Number:	2090336	EQUINOX
Registration Number:	3152417	EQUINOX LOGO
Serial Number:	77905809	MY BODY. MY BIOGRAPHY.
Serial Number:	77189918	IT'S NOT FITNESS. IT'S LIFE.
Serial Number:	77189279	EQUINOX
Serial Number:	77189338	IT'S NOT FITNESS. IT'S LIFE.
Serial Number:	75223374	EQUINOX
Serial Number:	77350610	MANY PRACTICES. ONE INTENTION.
Serial Number:	77187417	EQUINOX
Serial Number:	77189373	IT'S NOT FITNESS. IT'S LIFE.
Serial Number:	77186733	EQUINOX
Serial Number:	77186752	EQUINOX
Serial Number:	77189304	EQUINOX
Serial Number:	77189139	EQUINOX
Serial Number:	77186607	EQUINOX
Serial Number:	77189312	EQUINOX
Serial Number:	77187659	PURE EQUINOX
Serial Number:	77189903	EQUINOX
Serial Number:	77189292	EQUINOX

Serial Number:	77189230	EQUINOX
Serial Number:	77189251	EQUINOX
Serial Number:	77192715	EQUINOX
Serial Number:	77207987	EQUINOX
Serial Number:	77185635	EQUINOX
Serial Number:	77187345	EQUINOX
Serial Number:	77187555	EQUINOX
Serial Number:	77189884	EQUINOX
Serial Number:	77207988	EQUINOX

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	288858
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/18/2010

Total Attachments: 12

source=2-18-10 Equinox Holdings-TM#page1.tif
source=2-18-10 Equinox Holdings-TM#page2.tif
source=2-18-10 Equinox Holdings-TM#page3.tif
source=2-18-10 Equinox Holdings-TM#page4.tif
source=2-18-10 Equinox Holdings-TM#page5.tif
source=2-18-10 Equinox Holdings-TM#page6.tif
source=2-18-10 Equinox Holdings-TM#page7.tif
source=2-18-10 Equinox Holdings-TM#page8.tif
source=2-18-10 Equinox Holdings-TM#page9.tif
source=2-18-10 Equinox Holdings-TM#page10.tif
source=2-18-10 Equinox Holdings-TM#page11.tif
source=2-18-10 Equinox Holdings-TM#page12.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of January, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **US BANK NATIONAL ASSOCIATION**, a national banking corporation (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture, dated as of January 28, 2010 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Indenture") by and between EQUINOX HOLDINGS, INC., a Delaware corporation (the "Issuer"), the subsidiary guarantors party thereto (the "Gurantors") and the Collateral Agent, as trustee and collateral agent, the Issuer has issued certain Senior Secured Notes due 2016 (the "Notes") and the Collateral Agent has agreed to make certain financial accommodations available to Issuer pursuant to the terms and conditions thereof;

WHEREAS, the Collateral Agent is willing to make the financial accommodations to the Issuer as provided for in the Indenture, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent that certain Security Agreement, dated as of January 28, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademarks and Trademark Intellectual Property Licenses are included in Collateral) to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement solely by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

TRADEMARK
REEL: 004151 FRAME: 0464

7. CONSTRUCTION. This Trademark Security Agreement is a Security Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full in cash of the Obligations shall mean the repayment in full of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Security Document shall be satisfied by the transmission of a Record.

8. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL.

(a) THIS TRADEMARK SECURITY AGREEMENT, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

(b) BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON

TRADEMARK
REEL: 004151 FRAME: 0465

THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY GRANTOR OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SECTION 8. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH GRANTOR WAIVES PERSONAL SERVICE OF PROCESS AND IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN CARE OF THE ISSUER IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.9 OF THE INDENTURE. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) EACH PARTY HEREBY (i) EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND (ii) AGREES AND CONSENTS THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

[signature page follows]

TRADEMARK
REEL: 004151 FRAME: 0466

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

EQUINOX HOLDINGS, INC., as Grantor

By: Larry M. Segall

Name: Larry Segall

Title: Executive Vice President and Chief Financial Officer

Notary Public:

State of New York)
) ss.:
County of New York)

On this 28th day of January, 2010 before me, a Notary Public, in and for the State and County aforesaid, personally appeared Larry Segall to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Kathleen Mangual

KATHLEEN MANGUAL
Notary Public, State of New York
No. 01MA6083782
Qualified in New York County
Commission Expired November 25, 2010

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Michael M. Hopkins
Title: Vice President

Notary Public:

State of Connecticut)
) ss.:
County of Hartford)

On this ___ day of January, 2010 before me, a Notary Public, in and for the State and County aforesaid, personally appeared Michael M. Hopkins to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Karen R. Felt

KAREN R. FELT
NOTARY PUBLIC - CONNECTICUT
My Comm. Expires 02-28-2014

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Filing Date	Serial Number	Country
(1) Equinox Holdings, Inc.			
MY BODY. MY BIOGRAPHY.	2009-01-06	77905809	USA
It's Not Fitness. It's Life. (tagline)	2007-05-24	77189918	USA
Equinox (logo)	2007-05-24	77189279	USA
It's Not Fitness. It's Life. (tagline)	2007-05-24	77189338	USA
Equinox	1997-01-09	75223374	USA
MANY PRACTICES. ONE INTENTION.	12/12/2007	77350610	USA
Equinox	2007-05-22	77187417	USA
It's Not Fitness. It's Life. (tagline)	2007-05-24	77189373	USA
Equinox	2007-05-22	77186733	USA
Equinox	2007-05-22	77186752	USA
Equinox (logo)	2007-05-24	77189304	USA
Equinox	2007-05-24	77189139	USA
Equinox	2007-05-21	77186607	USA
Equinox (logo)	2007-05-24	77189312	USA
Pure Equinox	2007-05-22	77187659	USA
Equinox (logo)	2007-05-24	77189903	USA

Trademark	Filing Date	Serial Number	Country
Equinox (logo)	2007-05-24	77189292	USA
Equinox (logo)	2007-05-24	77189230	USA
Equinox (logo)	2007-05-24	77189251	USA
Equinox (logo)	2007-05-30	77192715	USA
Equinox (logo)	2007-06-16	77207987	USA
Equinox	2007-05-21	77185635	USA
Equinox	2007-05-22	77187345	USA
Equinox	2007-05-22	77187555	USA
Equinox	2007-05-24	77189884	USA
Equinox	2007-06-16	77207988	USA

Trademark	Registration Date	Registration Number	Country
(1) Equinox Holdings, Inc.			
Equinox (sN 77645112) for acrobat	1992-09-30	3722700	USA
Buffpedicure	2004-11-02	2900890	USA
Buffspa	2004-12-14	2911363	USA
Buffbrow	2005-01-11	2917627	USA
TuffBuff	2006-01-17	3046071	USA
Buffflexology	2002-04-23	2563671	USA

Trademark	Registration Date	Registration Number	Country
Buffspa	2002-07-09	2592467	USA
Equinox	2006-07-25	3118571	USA
*Equinox Energy Wear E (*design plus words, letters, and/or numbers)	2006-10-10	3152418	USA
It's Not Fitness It's Life	2006-10-10	3153005	USA
Equinox	1993-09-28	1796108	USA
Chaos Training	2007-11-13	3,334,227	USA
EFTI	2008-01-22	3372664	USA
Equinews	2008-01-22	3372602	USA
Equinox (logo)	2008-02-05	3377795	USA
E (stylized)	2008-02-12	3381293	USA
It's Not Fitness. It's Life. (tagline)	2008-02-19	3384480	USA
Equinox Academy	2008-02-26	3388156	USA
EQUIFIT	2008-07-15	3467312	USA
Equinox	1983-07-26	1246474	USA

Trademark	Registration Date	Registration Number	Country
Equinox	2008-12-09	3542543	USA
Equinox (logo)	2008-12-09	3542542	USA
E stylized	2009-1-6	3557077	USA
MYEQ	2009-1-6	3558860	USA
Equinox	1995-06-13	1900162	USA
Equinox	1995-07-04	1903842	USA
FITNESS LIFESTYLE BY EQUINOX	2009-9-1	3675131	USA
FITNESS LIFESTYLE	2009-2-24	3581938	USA
Equinox (design plus words, letters, and/or numbers)	1997-07-01	2074971	USA
Equinox	1997-08-26	2090336	USA
Equinox Logo	2006-10-10	3152417	USA

Trade Names

Credit Party	Trade Name
The Credit Parties	Equinox; Equinox Fitness; Equinox Fitness Clubs

Common Law Trademarks

None

Trademark Licenses

License Agreement, effective as of November 2007, by Pure Yoga (USA) Limited, a British Virgin Islands corporation in favor of Equinox Holdings, Inc., a Delaware corporation, as amended by that Amendment to License Agreement, effective as of January, 2009