

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Sports Club Company, Inc.		10/15/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MP Sports Club Master Holding Co, LLC
<b>Street Address:</b>	1995 Broadway, Third Floor
<b>Internal Address:</b>	c/o Millennium Partners
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10023
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2796508	THE SPORTS CLUB/LA
Registration Number:	1727704	THE SPORTS CLUB/LA
Registration Number:	2616150	THE SPORTS CLUB/LA
Registration Number:	2239483	
Registration Number:	2492323	
Registration Number:	2152237	
Registration Number:	2511097	BODYART
Registration Number:	2507933	REV

**CORRESPONDENCE DATA**

Fax Number: (212)318-6847  
 Phone: 212-318-6037  
 Email: rls@paulhastings.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**900205052**

**TRADEMARK  
 REEL: 004644 FRAME: 0565**

**CH \$215.00 2796508**

Correspondent Name: Robert L. Sherman  
Address Line 1: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 42241.00286

NAME OF SUBMITTER: Robert L. Sherman

Signature: /Robert L. Sherman/

Date: 10/19/2011

**Total Attachments: 55**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of October 15 2011 (the "Effective Date") by and between The Sports Club Company, Inc., a Delaware corporation with a principal place of business located at 11151 Missouri Avenue, Los Angeles, California ("Assignor"), and MP Sports Club Master Holding Co, LLC, a Delaware limited liability company with a principal place of business located at c/o Millennium Partners, 1995 Broadway, Third Floor, New York, NY 10023 ("Assignee").

### RECITALS

WHEREAS, Assignor represents and warrants that (i) it (a) is the exclusive owner of all rights, title and interest in and to the following trademarks and the good will associated therewith: United States Trademark Registration Nos. 2,796,508; 1,727,704; 2,616,150; 2,239,483; 2,492,323; 2,152,237; 2511,097 and 2,507,933; (b) owns the other trademarks listed in Exhibit A and own certain goodwill associated with the common law use of such trademarks in its geographical trading area and trade channels (collectively, the "Domestic Marks"); and (c) has made certain applications and received certain registrations with respect to the foreign trademarks and registrations set forth in Exhibit B hereto and own certain goodwill associated therewith (the "Foreign Marks"); (ii) title to the Domestic Marks is free of any and all encumbrances, liens or, to the knowledge of Seller, other adverse claims (as used in this Agreement, the term "knowledge" means the actual knowledge of Seller's executives without independent investigation in connection with the transactions contemplated hereby); (iii) it is currently using each of the Domestic Marks in connection with the fitness and health club services category and has never abandoned any of the Domestic Marks in such category; (iv) to the knowledge of Assignor, none of the Domestic Marks and the Foreign Marks are the subject of any license from or to any third party except to Assignee; (v) it has the authority and right to make this assignment, and that making this assignment with

respect to the Domestic Marks and the Foreign Marks will not violate or interfere with the rights of any third party; (vi) it is not and has not been a party to any claim and nor, to the knowledge of Assignor, is any claim threatened or is there any valid ground for a claim that challenges the validity, enforceability, ownership or right to use, sell or license any of the Domestic Marks; and (vii) it hereby waives and releases any and all rights that Assignor may have in the Domestic Marks and/or the Foreign Marks and further acknowledges and agrees that Assignor has no claim against nor will Assignor assert any claim against Assignee, its affiliates, officers, directors, agents, employees or attorneys with respect to the Domestic Marks and to the Foreign Marks or the use of them.

WHEREAS, concurrently with the execution of this Assignment, the parties are executing a Domain Name Transfer Agreement (the "Domain Name Transfer Agreement") pursuant to which Assignor will sell certain URLs to Assignee;

WHEREAS, the purchase price for the rights being sold under this Assignment and the Domain Name Transfer Agreement is \$3,000,000 (the "IP Purchase Price");

WHEREAS, Assignor has entered into a Purchase and Sale Agreement dated August 3, 2011 (as in effect on the date hereof, the "APA") with Equinox Holdings, Inc. ("EHI"), under which Assignor has agreed to sell and convey to EHI and its affiliates the four health and fitness facilities (the "Clubs") operated by Assignor in Southern California and New York City (the "Equinox Transaction"), subject to and upon the terms and conditions set forth in the APA.

WHEREAS, the parties hereto and others have entered into an escrow agreement (the "Escrow Agreement") dated August 3, 2011, pursuant to which this Assignment will be executed and delivered to the escrow holder (the "Escrow Holder"), and the Escrow Holder will hold and, upon satisfaction of the Escrow Release Conditions set forth in the Escrow Agreement, deliver to the parties counterparts to this Assignment and to Assignor the IP Purchase Price.

**WHEREAS**, Assignor and Assignee intend for this Assignment, when delivered pursuant to the Escrow Agreement, to assign, transfer and convey to Assignee all of the Domestic Marks and the Foreign Marks owned and held by Assignor or that are under common ownership or control with Assignor, in whole or in part, including, without limitation, any other marks that (a) were used or intended to be used in connection with owning, operating and managing the Clubs owned by Assignor and/or (b) (i) contain the words “Club” or “Clubs” in the same name with any one of “Sport”, “Sports”, “Athletic”, “Health” and/or “Fitness” or (ii) uses the words “Sport” or “Sports” in connection with any term denoting a geographic area (collectively, the “**Restricted Names**”), in each case, irrespective of whether such marks are set forth and identified, respectively on Exhibit A and Exhibit B hereto (collectively, the “**Other Marks**”); and

**WHEREAS**, Assignee desires to acquire all Assignor’s rights, title and interest in and to the Domestic Marks, the Foreign Marks and the Other Marks, and Assignor desires to sell to Assignee all of Assignor’s rights, title and interest in and to the Domestic Marks, the Foreign Marks and the Other Marks, as well as all rights to be acquired pursuant to the Domain Name Transfer Agreement being executed in connection herewith, in consideration of the payment of the IP Purchase Price, all as more particularly set forth herein;

**NOW, THEREFORE**, in consideration of the payment of the IP Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment. Assignor hereby assigns absolutely to Assignee and its successors and assigns all of Assignor’s right, title and interest in and to the Domestic Marks, the Foreign Marks and the Other Marks throughout the world, together with the good will of the business associated with, corresponding to, symbolized by and embodied in the Domestic Marks,

the Foreign Marks and the Other Marks, including all common law rights in the Domestic Marks, the Foreign Marks and the Other Marks, all rights provided by international conventions and treaties, all registrations and applications for the Domestic Marks, the Foreign Marks and the Other Marks and renewals thereof, all income, royalties or payments due or payable as of the Effective Date or thereafter, as well as the right to commence an action for past, present or future infringement, dilution or related causes of action. It is agreed and understood that the "WHEREAS" clauses set forth above are incorporated into and made a substantive part of this Assignment. For the avoidance of doubt, except for the specific rights conveyed hereunder, Assignee acknowledges that Assignor does not claim any independent trademark or other rights to the term, "Sports Club" whether or not associated with any other term.

2. Transfer Documentation. Assignor undertakes that (a) at no charge to Assignee (who shall be responsible for registration fees and other third party costs) except as provided below, it will cooperate with Assignee to record this Assignment with the United States Patent and Trademark Office and other appropriate government offices in other jurisdictions throughout the world, if requested, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths, provided that Assignor shall receive compensation for expenses, including a salary allocation, in the event Assignor is required to testify except such compensation shall not be paid by Assignee if such proceedings or documents are a result of a breach of this Assignment or a misrepresentation hereunder by Assignor; (b) in the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with any action specified in this paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act on and for Assignor's behalf to execute, verify and file any such

documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor; (c) it has not and will not enter into any agreement or commit any act, matter or thing that may, directly or indirectly, conflict with or invalidate any of the Domestic Marks, the Foreign Marks or the Other Marks, their use or registration by Assignee, its successors and assigns, or this assignment to Assignee; and (d) as of the Effective Date hereof, it will immediately refrain from using and/or attempting to register (i) any and all of the Domestic Marks or the Foreign Marks, (ii) any Other Mark which would constitute a Restricted Name, unless, in each case, authorized in writing by Assignee.

3. Breach. Notwithstanding anything to the contrary herein, it is specifically understood and agreed that any breach of the provisions of this Assignment by any party will result in irreparable injury to the other party, that the remedy at law alone will be an inadequate remedy for such breach, and that, in addition to any other remedies which it may have, such other party may enforce its rights by actions for specific performance, injunctive relief or other equitable relief, to the extent permitted by law.

4. Entire Agreement. This Assignment and any schedules or exhibits hereto constitute the entire agreement of Assignor and Assignee with respect to the subject matter hereof and supersede any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein. This Assignment may be amended or modified only by a writing signed by each party hereto.

5. Governing Law; Venue. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware; each party hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Delaware located in New Castle County or the United States District Court for the District of Delaware for the purpose of any proceeding arising out of or relating to this Assignment, or the breach, termination, enforcement, interpretation



or validity thereof, or relating to the subject matter hereof, and each waive objection to such courts based on lack of personal jurisdiction or inconvenient forum.

6. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment.

The Sports Club Company, Inc.

By: 

Name:

Title:

Date: *October 15, 2011*

MP Sports Club Master Holding Co LLC

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment.

The Sports Club Company, Inc.

By: \_\_\_\_\_

Name:

Title:

Date:

MP Sports Club Master Holding Co LLC

By: \_\_\_\_\_

Name: Mario J. Palumbo, Jr.

Title: Vice President

**EXHIBIT A**

**DOMESTIC MARKS**

[See Attached List]

Tuesday, May 03, 2011

### Trademark List by Client

Page: 1

Client: 57692

The Sports Club Company, Inc.

Client-Matter #/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
BODYART	57692-1028/ United States of America	Registered 41 Int.	75/839245 03-Nov-1999	2511097 20-Nov-2001
<i>Goods:</i> 41 Int.: CONDUCTING EXERCISE CLASSES; FITNESS AND HEALTH CLUB SERVICES				
Design of a Flying Lady	57692-1015/ Australia	Registered 41 Int.	730578 25-Mar-1997	730578 15-Jan-1999
<i>Goods:</i> 41 Int.: FITNESS AND HEALTH CLUB SERVICES, AEROBIC CLASSES, GYMNASIUM INSTRUCTION, GYMNASIUMS				
Design of a Flying Lady	57692-1006/ United States of America	Renewed 25 Int.	75/259757 18-Mar-1997	2239483 13-Apr-1999
<i>Goods:</i> 25 Int.: MEN, WOMEN AND CHILDREN'S T-SHIRTS, SHORTS, SOCKS, TIGHTS, LEOTARDS, PANTS, VISORS, POLO SHIRTS, SWEAT SHIRTS, CAPS, JACKETS, TANK TOPS AND SWEAT PANTS.				
Design of a Flying Lady	57692-1034/ United States of America	Renewed 41 Int.	76/078106 26-Jun-2000	2492323 25-Sep-2001
<i>Goods:</i> 41 Int.: FITNESS AND HEALTH CLUB SERVICES; CONDUCTING EXERCISE CLASSES				
Design of a Flying Lady	57692-1007/ United States of America	Renewed 41 Int.	75/259756 18-Mar-1997	2152237 21-Apr-1998
<i>Goods:</i> 41 Int.: FITNESS AND HEALTH CLUB SERVICES				
REV	57692-1030/ United States of America	Registered 41 Int.	75/839247 03-Nov-1999	2507933 13-Nov-2001
<i>Goods:</i> 41 Int.: CONDUCTING EXERCISE CLASSES; FITNESS AND HEALTH CLUB SERVICES				
THE SPORTS CLUB/LA	57692-1026/ European Community	Renewed 05 Int., 25 Int., 41 Int.	001052463 25-Jan-1999	001052463 20-Jul-2000
<i>Goods:</i> 05 Int.: VITAMINS, MINERALS, DIETARY AND NUTRITIONAL SUPPLEMENTS 25 Int.: CLOTHING; NAMELY, MEN'S WOMEN'S AND CHILDREN'S T-SHIRTS, SHORTS, SOCKS, TIGHTS, LEOTARDS, PANTS, VISORS, POLO SHIRTS, SWEAT SHIRTS, CAPS, JACKETS, TANK TOPS AND SWEAT PANTS 41 Int.: FITNESS AND HEALTH CLUB SERVICES				

Tuesday, May 03, 2011

### Trademark List by Client

Page: 2

Client: 57692

The Sports Club Company, Inc.

Client-Matter #/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
THE SPORTS CLUB/LA	57692-1021/ United States of America	Registered 25 Int., 41 Int.	75/565824 07-Oct-1998	2616150 10-Sep-2002
<i>Goods:</i>	25 Int.: CLOTHING; NAMELY, MEN'S WOMEN'S AND CHILDREN'S T-SHIRTS, TIGHTS, PANTS, VISORS, POLO SHIRTS, SWEAT SHIRTS, CAPS, JACKETS, TANK TOPS AND SWEAT PANTS			
	41 Int.: FITNESS AND HEALTH CLUB SERVICES			
THE SPORTS CLUB/LA & Design	57692-1025/ European Community	Registered 05 Int., 41 Int.	000978205 05-Nov-1998	000978205 16-Feb-2000
<i>Goods:</i>	05 Int.: VITAMINS, MINERALS, DIETARY AND NUTRITIONAL SUPPLEMENTS.			
	41 Int.: FITNESS AND HEALTH CLUB SERVICES			
THE SPORTS CLUB/LA & Design	57692-1014/ France	Registered 14 Int., 25 Int., 26 Int.	96650419 13-Nov-1996	96650419 12-May-1997
<i>Goods:</i>	14 Int.: JEWELRY, WATCHES AND CLOCKS			
	25 Int.: CLOTHING, FOOTWEAR, HEADGEAR			
	26 Int.: SHOELACES, BADGES AND PATCHES			
THE SPORTS CLUB/LA & Design	57692-1013/ Germany	Registered 14 Int., 25 Int., 26 Int.	39649195.2 15-Nov-1996	39649195 09-Jun-1997
<i>Goods:</i>	14 Int.: PRECIOUS METALS AND THEIR ALLOYS AND GOODS OF PRECIOUS METALS OR COATED THEREWITH (INCLUDED IN CLASS 14); JEWELRY, PRECIOUS STONES; HOROLOGICAL INSTRUMENTS, INCLUDING WRIST-WATCHES, CHRONOMETRIC INSTRUMENTS; PARTS OF THESE GOODS			
	25 Int.: CLOTHING, BELTS, FOOTWEAR, HEADGEAR			
	26 Int.: LACE AND EMBROIDERY, RIBBONS AND BRAID, ALSO FOR SHOES; BUTTONS, HOOKS AND EYES, PINS AND NEEDLES; ARTIFICIAL FLOWERS; BADGES, PATCHES			
THE SPORTS CLUB/LA & Design	57692-1012/ United Kingdom	Registered 14 Int., 25 Int., 26 Int.	2115600 13-Nov-1996	2115600 27-Jun-1997
<i>Goods:</i>	14 Int.: JEWELRY; PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS; WATCHES, CLOCKS, STOP WATCHES			
	25 Int.: ARTICLES OF OUTER CLOTHING; ARTICLES OF UNDERCLOTHING; SOCKS, SHOES, SPORTS SHOES, BOOTS; HEADGEAR, HATS, CAPS, HOODS, BALACLAVAS			
	26 Int.: SHOELACES; BADGES; PATCHES			
THE SPORTS CLUB/LA and Design	57692-1035/ United States of America	Registered 41 Int.	76/078105 26-Jun-2000	2796508 23-Dec-2003
<i>Goods:</i>	41 Int.: FITNESS AND HEALTH CLUB SERVICES; CONDUCTING EXERCISE CLASSES			

Tuesday, May 03, 2011

### Trademark List by Client

Page: 3

Client: 57692 The Sports Club Company, Inc.

Client-Matter #/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
THE SPORTS CLUB/IA and Design	57692-1004/ United States of America	Renewed 25 Int.	73/831882 16-Oct-1989	1727704 27-Oct-1992
<i>Goods:</i>	25 Int.: MEN, WOMEN AND CHILDREN'S T-SHIRTS, SHORTS, SOCKS, TIGHTS, LEOTARDS, PANTS, VISORS, POLO SHIRTS, SWEAT SHIRTS, CAPS, JACKETS, TANK TOPS AND SWEAT PANTS			

Int. Cl.: 41

Prior U.S. Cls.: 100, 101, and 107

United States Patent and Trademark Office

Reg. No. 2,511,097  
Registered Nov. 20, 2001

SERVICE MARK  
PRINCIPAL REGISTER

BODYART

SPORTS CLUB COMPANY, INC., THE (DELA-  
WARE CORPORATION)  
11100 SANTA MONICA BOULEVARD  
SUITE 300  
LOS ANGELES, CA 90025

FIRST USE 10-4-1999; IN COMMERCE 10-4-1999.

SN 75-829,245, FILED 11-3-1999.

FOR: CONDUCTING EXERCISE CLASSES; FIT-  
NESS AND HEALTH CLUB SERVICES, IN CLASS 41  
(U.S. CLS. 100, 101 AND 107).

ANDY COREA, EXAMINING ATTORNEY





UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451  
www.uspto.gov

REGISTRATION NO: 2511097 SERIAL NO: 75/839245 MAILING DATE: 12/10/2007  
REGISTRATION DATE: 11/20/2001  
MARK: BODYART  
REGISTRATION OWNER: Sports Club Company, Inc., The

CORRESPONDENCE ADDRESS:

Rod S. Berman  
JEFFER, MANGELS, BUTLER & MARMARO LLP  
1900 AVENUE OF THE STARS, 7TH FLOOR  
LOS ANGELES CA 90067

**NOTICE OF ACCEPTANCE**

15 U.S.C. Sec. 1058(a)(1)

THE COMBINED AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.

**NOTICE OF ACKNOWLEDGEMENT**

15 U.S.C. Sec. 1055

THE AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 15 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1055.

ACCORDINGLY, THE SECTION 15 AFFIDAVIT IS ACKNOWLEDGED.

THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):  
041.

CONLEY, JOYCE MARIE  
PARALEGAL SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500



Commonwealth  
of Australia

# Certificate of registration of trade mark

No. 730578

Trade Marks Act 1995

I, ROSS WILSON, Registrar of Trade Marks, hereby certify -

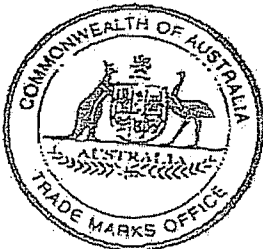
that the trade mark represented on this certificate has been registered as a Trade Mark, No. 730578 in the Register of Trade Marks for a period of ten years commencing 25 March 1997 and that The Sports Club Company Inc a Delaware corporation of 11100 Santa Monica Boulevard Suite 600 Los Angeles California 90025 UNITED STATES OF AMERICA has been entered in the Register of Trade Marks as the owner of the trade mark.

The trade mark is registered for the following goods and/or services:

Fitness and health club services, aerobic classes, gymnastic instruction, gymnastics being services in class 41

Convention priority claimed: 18 March 1997 UNITED STATES OF AMERICA 75/259756.

THE SCHEDULE



Given under my hand and the seal of the  
Trade Marks Office on 15 January 1999

ROSS WILSON  
REGISTRAR OF TRADE MARKS

TRADEMARK  
REEL: 004644 FRAME: 0582

Discovery House, Phillip ACT 2606  
PO Box 200, Woden ACT 2606  
Australia  
Phone +61-2 6283 2999  
Facsimile +61-2 6283 7999  
Internet <http://www.ipaustralia.gov.au>  
ABN 38 113 072 755

17/11/2006

Cullen & Co  
GPO Box 1074  
BRISBANE QLD 4001

NOTICE OF RENEWAL OF REGISTRATION

RE: Trade Mark no. 730578  
The Sports Club Company Inc

Date registration renewed to 25/03/2017

The registration of your trade mark has been renewed for a further 10 years to the date shown above.

Agnes Braido  
Trade Marks Office

If you have any enquiries, please contact the Customer Support Centre on: Phone (02) 6283 2999; Fax (02) 6283 7999; email [assist@ipaustralia.gov.au](mailto:assist@ipaustralia.gov.au)

\*\* This name may contain abbreviations. The owner's full name is contained in the Register of Trade Marks.

Int. Cl.: 25

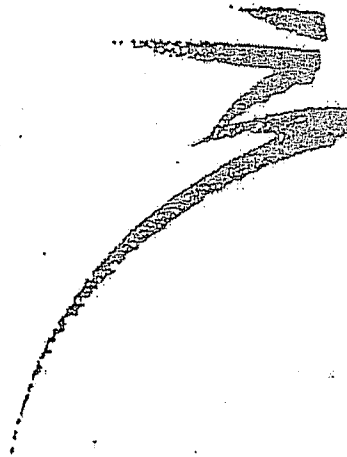
Prior U.S. Cls.: 22 and 39

Reg. No. 2,239,483

United States Patent and Trademark Office

Registered Apr. 13, 1999

TRADEMARK  
PRINCIPAL REGISTER



SPORTS CLUB COMPANY, INC., THE (DELA-  
WARE CORPORATION)  
SUITE 300, 11100 SANTA MONICA BOULE-  
VARD  
LOS ANGELES, CA 90025

FOR: MEN, WOMEN AND CHILDREN'S T-  
SHIRTS, SHORTS, SOCKS, TIGHTS, LEO-  
TARDS, PANTS, VISORS, POLO SHIRTS,

SWEAT SHIRTS, CAPS, JACKETS, TANK TOPS  
AND SWEAT PANTS, IN CLASS 25 (U.S. CLS.  
22 AND 39).  
FIRST USE 12-16-1998; IN COMMERCE  
12-16-1998.

SN 75-259,757, FILED 3-18-1997.

M. E. BODSON, EXAMINING ATTORNEY

Side - 1



**NOTICE OF ACCEPTANCE OF §8  
DECLARATION AND §9 RENEWAL**  
MAILING DATE: Apr 22, 2009

The declaration and renewal application filed in connection with the registration identified below meets the requirements of Sections 8 and 9 of the Trademark Act, 15 U.S.C. §§1058 and 1059. The declaration is accepted and renewal is granted. The registration remains in force.

For further information about this notice, visit our website at: <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov>.

**REG NUMBER:** 2239483  
**MARK:** MISCELLANEOUS DESIGN  
**OWNER:** Sports Club Company, Inc., The

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE  
COMMISSIONER FOR TRADEMARKS  
P.O. BOX 1451  
ALEXANDRIA, VA 22313-1451

FIRST-CLASS  
MAIL  
U.S. POSTAGE  
PAID

ROD S. BERMAN  
JEFFER MANGELS BUTLER & MARMARO LLP  
1900 AVENUE OF THE STARS, 7TH FLOOR  
LOS ANGELES, CA 90067

FILE COPY

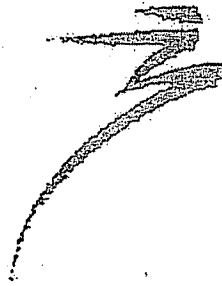
Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

United States Patent and Trademark Office

Reg. No. 2,492,323  
Registered Sep. 25, 2001

SERVICE MARK  
PRINCIPAL REGISTER



SPORTS CLUB COMPANY, INC., THE (DELA-  
WARE CORPORATION)  
11100 SANTA MONICA BOULEVARD, SUITE 300  
LOS ANGELES, CA 90025

OWNER OF U.S. REG. NOS. 1,543,906, 2,239,483  
AND OTHERS.

FOR: FITNESS AND HEALTH CLUB SERVICES;  
CONDUCTING EXERCISE CLASSES, IN CLASS 41  
(U.S. CLS. 100, 101 AND 107).

SER. NO. 76-078,106, FILED 6-26-2000.

FIRST USE 3-15-1987; IN COMMERCE 3-15-1987.

CURTIS FRENCH, EXAMINING ATTORNEY

TRADEMARK  
REEL: 004644 FRAME: 0586

Side - 1



**NOTICE OF ACCEPTANCE OF §8  
DECLARATION AND §9 RENEWAL**  
MAILING DATE: Jan 13, 2011

The declaration and renewal application filed in connection with the registration identified below meets the requirements of Sections 8 and 9 of the Trademark Act, 15 U.S.C. §§1058 and 1059. The declaration is accepted and renewal is granted. The registration remains in force. For further information about this notice, visit our website at: <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov>.

REG NUMBER: 2492323  
MARK: MISCELLANEOUS DESIGN  
OWNER: Sports Club Company, Inc., The

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE  
COMMISSIONER FOR TRADEMARKS  
P.O. BOX 1451  
ALEXANDRIA, VA 22313-1451

FIRST-CLASS  
MAIL  
U.S. POSTAGE  
PAID

Rod S. Berman, Esq.  
JEFFER MANGELS BUTLER & MITCHELL LLP  
1900 AVENUE OF THE STARS, 7TH FLOOR  
LOS ANGELES, CA 90067-4308

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

Reg. No. 2,152,237

United States Patent and Trademark Office

Registered Apr. 21, 1998

SERVICE MARK  
PRINCIPAL REGISTER



SPORTS CLUB COMPANY, INC., THE (DELA-  
WARE CORPORATION)  
SUITE 300, 11100 SANTA MONICA BOULE-  
VARD  
LOS ANGELES, CA 90025

FIRST USE 2-0-1985; IN COMMERCE  
2-0-1985.  
OWNER OF U.S. REG. NOS. 1,543,906 AND  
1,727,704.

SER. NO. 75-259,756, FILED 3-18-1997.

FOR: FITNESS AND HEALTH CLUB SERV-  
ICES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

DORITT L. CARROLL, EXAMINING ATTOR-  
NEY





UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451  
www.uspto.gov

REGISTRATION NO: 2152237 SERIAL NO: 75/259756 MAILING DATE: 05/10/2008  
REGISTRATION DATE: 04/21/1998  
MARK: MISCELLANEOUS DESIGN  
REGISTRATION OWNER: Sports Club Company, Inc., The

CORRESPONDENCE ADDRESS:

Rod S. Berman, Esq.  
Jeffer Mangels Butler & Marmaro LLP  
1900 Avenue of the Stars 7th Floor  
Los Angeles CA 90067

**NOTICE OF ACCEPTANCE**

15 U.S.C. Sec. 1058(a)(3)

THE COMBINED AFFIDAVIT AND RENEWAL APPLICATION FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.

**NOTICE OF RENEWAL**

15 U.S.C. Sec. 1059(a)

THE COMBINED AFFIDAVIT AND RENEWAL APPLICATION FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 9 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1059.

ACCORDINGLY, THE REGISTRATION IS RENEWED.

THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):  
041.

MCMILLAN, MICHAEL D  
PARALEGAL SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR INFORMATION  
CONCERNING REQUIREMENTS FOR MAINTAINING THIS REGISTRATION  
ORIGINAL

**TRADEMARK**  
**REEL: 004644 FRAME: 0589**

Int. Cl.: 41

Prior U.S. Cls.: 100, 101, and 107

Reg. No. 2,507,933

United States Patent and Trademark Office

Registered Nov. 13, 2001

SERVICE MARK  
PRINCIPAL REGISTER

REV

SPORTS CLUB COMPANY, INC., THE (DELA-  
WARE CORPORATION)  
11108 SANTA MONICA BOULEVARD  
SUITE 300  
LOS ANGELES, CA 90025

FIRST USE 10-12-1998; IN COMMERCE 10-12-1998.

SN 75-839,247, FILED 11-3-1999.

FOR: CONDUCTING EXERCISE CLASSES; FIT-  
NESS AND HEALTH CLUB SERVICES, IN CLASS 41  
(U.S. CLS. 100, 101 AND 107).

SAMUEL E. SHARPER JR., EXAMINING ATTOR-  
NEY



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks  
P.O. Box 1461  
Alexandria, VA 22313-1461  
www.uspto.gov

REGISTRATION NO: 2507933 SERIAL NO: 75/839247 MAILING DATE: 11/23/2007  
REGISTRATION DATE: 11/13/2001  
MARK: REV  
REGISTRATION OWNER: Sports Club Company, Inc., The

CORRESPONDENCE ADDRESS:

ROD S BERMAN  
Jeffer Mangels Butler & Marmaro LLP  
1900 Avenue of the Stars 7th Floor  
Los Angeles CA 90067

**NOTICE OF ACCEPTANCE**

15 U.S.C. Sec. 1058(a)(1)

THE COMBINED AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.

**NOTICE OF ACKNOWLEDGEMENT**

15 U.S.C. Sec. 1065

THE AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 15 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1065.

ACCORDINGLY, THE SECTION 15 AFFIDAVIT IS ACKNOWLEDGED.

THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):  
041.

HILL, CATHERINE R  
PARALEGAL SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET	
OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR	

**CERTIFICATE  
OF REGISTRATION**

This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

**CERTIFICADO  
DE REGISTRO**

Se expide el presente certificado de registro para la marca comunitaria que se identifica a continuación. Las menciones y las informaciones relativas a tal marca han sido inscritas en el Registro de marcas comunitarias.

N° 001052463

**THE SPORTS CLUB/LA**

*Registered/Registrada, 20/07/2000*

*The President/El Presidente*



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR

- 450 28/08/2000
- 210 001652463
- 220 25/01/1999
- 442 20/12/1999
- 541
- 732  
The Sports Club Company, Inc.  
11190 Santa Monica Boulevard, Suite 300  
Los Angeles, California 90025  
US
- 740 MARKS & CLERK  
Sussex House  
83-85 Mosley Street  
Manchester M2 3LG  
GB
- 270 EN ES
- 511 ES - 5 - Complementos vitamínicos, minerales, dietéticos y nutritivos en la clase internacional 5.
- ES - 25 - Prendas de vestir, en concreto camisetas, pantalones cortos, calcetines, prendas de punto, leotardos, pantalones, viseras, polos, sudaderas, gorros, chaquetas, tops sin mangas y pantalones de sudadera para hombres, mujeres y niños en la clase internacional 25.
- ES - 41 - Servicios de club de puesta en forma física y de salud en la clase internacional 41.
- DA - 5 - Vitaminer, mineraler, diætiske tilskud og kosttilskud, indeholdt i klasse 5.
- DA - 25 - Beklædningsgenstande, nemlig T-shirts, shorts, sokker, strømpbukser, trikoter, underbenklæder, kasketrygger, poloskjerter, sweatshirts, kasketter, jakker, ærmeløse toppe og joggingbukser til mænd, kvinder og børn, indeholdt i klasse 25.
- DA - 41 - Træningscentre og helseklubber, indeholdt i klasse 41.

DE - 5 - Vitamine, Mineralien, diätetische und Nahrungsergänzungsmittel, soweit sie in Klasse 5 enthalten sind.

DE - 25 - Bekleidungsstücke für Herren, Damen und Kinder, nämlich T-Shirts, Shorts, Socken, Strumpfhosen, Gymnastikanzüge, Hosen, Anwesenstirne, Polohelmen, Sweatshirts, Mützen, Jacken, Ärmellose und Schwitzhosen, soweit sie in Klasse 25 enthalten sind.

DE - 41 - Betrieb von Fitness- und Gesundheitsclubs, soweit sie in Klasse 41 enthalten sind.

EL - 5 - Βιταμίνες, μεταλλικά στοιχεία, διαιτητικά και θρεπτικά συμπληρώματα διατροφής στη διεθνή κλάση 5.

EL - 25 - Ενδύματα, συγκεκριμένα ανδρικές, γυναικείες και παιδικές κοντομάνικες μπλούζες (τι-σέρτ), κοντά παντελόνια, κάλτσες, καλσόν, εφαρμοστές φόρμες χορού, παντελόνια, γαίτια, μπλούζες πόντο, κολεγιακές μπλούζες, κασκέτα, σακέκια, φανελάκια με τριάντες και παντελόνια αθλητικής φόρμας στη διεθνή κλάση 25.

EL - 41 - Υπηρεσίες λεσχών άσκησης και διατήρησης καλής φυσικής κατάστασης στη διεθνή κλάση 41.

EN - 5 - Vitamins, minerals, dietary and nutritional supplements in international class 5.

EN - 25 - Clothing, namely, men's women's and children's t-shirts, shorts, socks, tights, leotards, pants, visors, polo shirts, sweat shirts, caps, jackets, tank tops and sweat pants in international class 25.

EN - 41 - Fitness and health club services in international class 41.

FR - 5 - Vitamines, minéraux, compléments diététiques et nutritionnels compris dans la classe internationale 5.

FR - 25 - Vêtements, à savoir tee-shirts, shorts, chaussettes, bas, jambières, pantalons, visières, polos, sweat-shirts, casquettes, vestes, débardeurs et pantalons de jogging compris dans la classe internationale 25.

FR - 41 - Services de clubs de remise en forme et de santé compris dans la classe internationale 41.



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

OHMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR

IT - 5 - Vitamine, minerali, integratori dietetici e nutrizionali compresi nella classe internazionale 5.

IT - 25 - Articoli di abbigliamento, ovvero T-shirt, pantaloni, calzini, collant, tutine stretch per lo sport, pantaloni, visiere, polo, felpe, berretti, giacche, canotte e pantaloni di felpa per uomo, donna e bambini compresi nella classe internazionale 25.

IT - 41 - Servizi di club di fitness e per lo salute compresi nella classe internazionale 41.

NL - 5 - Vitaminen, mineralen, dieet- en voedingssupplementen in internationale klasse 5.

NL - 25 - Kledingstukken, te weten T-shirts, korte broeken, sokken, panty's, maillots, broeken, kleppen, poloshirts, sweatshirts, petten, jaszjes, mouwloze T-shirts en trainingsbroeken voor heren, dames en kinderen in internationale klasse 25.

NL - 41 - Fitness- en gezondheidsclubs (conditietraining) in internationale klasse 41.

PT - 5 - Vitaminas, minerais, suplementos dietéticos e alimentares incluídos na classe internacional 5.

PT - 25 - Vestuário, nomeadamente T-shirts, calções, peúgos, meias-calça, malhas de ginásico, calças justas, viseras, polos, sweatshirts, bonés, casacos, blusas de alças e calças de treino, para homens, senhora e criança, incluídos na classe internacional 25.

PT - 41 - Serviços de clube de manutenção da forma física e de saúde, incluídos na classe internacional 41.

FI - 5 - Vitamiinit, mineraalit, dieetti- ja ravintolisäaineet kansainvälisessä luokassa 5.

FI - 25 - Asusteet, nimittäin miesten, naisten ja lasten t-paidut, shortsit, sukat, sukka housut, trikoot, heusat, lipat, pöytäpaidut, collegepuserot, takit, takit, topit ja collegehousut kansainvälisessä luokassa 25.

FI - 41 - Kuntosalipalvelut kansainvälisessä luokassa 41.

SV - 5 - Vitaminer, mineraler, diet- och närings tillskott ingående i internationell klass 5.

SV - 25 - Kläder, nämligen her-, dam- och barnskjortar, shorts, sockor, tröjor, gympantröjor, byxor, skjortor, tennisströjor, träningsströjor (sweatshirts), kepsar, jockey, linnen och träningsbyxor i internationell klass 25.

SV - 41 - Tränings- och hälsoklubbverksamhet ingående i internationell klass 41.

300

US 07/10/1998 75/565.824



<p>4 5 0</p> <p>Fecha de publicación del registro Registrierungs-öffentlichkeitsdatum Tag der Veröffentlichung der Eintragung Ημερομηνία δημοσίευσης της καταχώρισης Date of publication of the registration Date de publication de l'enregistrement Data di pubblicazione della registrazione Datum van publicatie van de inschrijving Data de publicação do registro Ανακοίνηση δικαστικής απόφασης Datum für offentlichsverbreitung der Registrierung</p>	<p>5 4 6</p> <p>Reproducción de la marca en caracteres no normalizados Genlystelse af varemærket ved brug af ikke standardiserede typer Wiedergabe der Marke ohne Beachtung der üblichen Schreibweise Αναπαραγωγή του σήματος με τυπογραφικά χαρακτήρες Reproduction of trade mark in nonstandard script Reproduction de la marque en écriture non standard Reproduzione del marchio secondo modalità di scrittura diverse dalle usuali Afwbeelding van het merk indien niet weergegeven in gewoon schrift Reprodução de marca em escrita não normal Ανακοίνηση κυρίως εθελούσιας ελκυστικότητας Återgivning av märket med special grafisk utformning</p>
<p>2 1 0</p> <p>Número de expediente relativo a la solicitud Anmeldungsnummer Aktenzeichen der Anmeldung Αριθμός φακέλου της αίτησης File number given to the application Número de dossier attaché à la demande Numero d'ordine del fascicolo relativo alla domanda Nummer van de aanvraag Número do processo atestado ao pedido Ηλεκτρονική αριθμητική Anmeldungsnummer</p>	<p>5 5 4</p> <p>Μάρκα τρισδιάστατη Tridimensionale varemärke Drei-dimensionale Marke Τρισδιάστατο σήμα Three-dimensional trade mark Marche tridimensionnelle Marchio tridimensionale Drie-dimensionaal merk Marca tridimensional Könnlichkeitszeichen merkmale Tridimensionellt märke</p>
<p>2 2 0</p> <p>Fecha de presentación de la solicitud Anmeldungsdatum Anmeldedag Ημερομηνία κατάθεσης της αίτησης Date de dépôt de la demande Date de dépôt de la demande Datum van de aanvraag Data de depósito do pedido Ηλεκτρονική Anmeldungsdatum</p>	<p>5 5 6</p> <p>Μάρκα οσμή Ljutmärke Hommarke Ηχητικό σήμα Sound mark Marche sonore Marchio sonoro Gelsuimark Marca sonora Ljudmärke</p>
<p>1 8 0</p> <p>Fecha prevista de la expiración del registro / de la renovación Forventet udløbsdato for registrering / fornyelsen Vorbehaltenes Ablaufdatum der Eintragung / Verlängerung Ημερομηνία λήξης της έγκρισης / ανανεώσεως Expected expiration date of the registration / renewal Date prévue de l'expiration de l'enregistrement / du renouvellement Prevista data di scadenza della registrazione / del rinnovo Verwachte vervaldatum van de inschrijving / verlenging Data prevista de expiração do registro / da renovação Ρεζερβέθληση / υποθέσμενη οριστική πρόληψη απόφασης Förväntad förfallodatum för registrering / förnyelse</p>	<p>5 5 7</p> <p>Μάρκα οπτική Dufteärke Geruchsmärke Οσμητικό σήμα Olfactory mark Marche olfactive Marchio olfattivo Geurmerk Marca olfativa Nefjumsmerki Luktämärke</p>
<p>4 4 2</p> <p>Fecha de publicación de la solicitud Anmeldungs-öffentlichkeitsdatum Tag der Veröffentlichung der Anmeldung Ημερομηνία δημοσίευσης της αίτησης Date of publication of the application Date de publication de la demande Data di pubblicazione della domanda Datum van publicatie van de aanvraag Data de publicação do pedido Ηλεκτρονική δικαστικής απόφασης Datum für offentlichsverbreitung der Anmeldung</p>	<p>5 5 1</p> <p>Μάρκα συλλεπτή Festgemerkte Kollektivmarke Συλλεπτικό σήμα Collective mark Marche collective Marchio collettivo Collectief merk Marca colectiva Vielmännliki Kollektivmärke</p>
<p>5 4 1</p> <p>Reproducción de la marca en caracteres normalizados Genlystelse af varemærket med standardtyper Wiedergabe der Marke in üblicher Schreibweise Αναπαραγωγή του σήματος με τυπογραφικά χαρακτήρες Reproduction of trade mark in standard script Reproduction de la marque en écriture standard Reproduzione del marchio secondo le usuali modalità di scrittura Afwbeelding van het merk in gewoon schrift Reprodução de marca em escrita normal Ανακοίνηση κυρίως εθελούσιας ελκυστικότητας Återgivning av märket med standardtext</p>	<p>5 7 1</p> <p>Descripción de la marca Beskrivelse af varemærket Beschreibung der Marke Περιγραφή του σήματος Description of the trade mark Description de la marque Descrizione del marchio Beschrijving van het merk Descrição de marca Setoslas merkmal Beskrivning av märket</p>

<p>5 9 1</p> <p>Indicación del (de los) colores      Angivelse af farver      Angabe der Farben      Ένδειξη των χρωμάτων (των χρωμάτων)      Indication of colour or colours      Indicazione de la ou des couleurs      Indicazione de la ou des couleurs      Annotering von de kleuren      Indicazione de la ou des couleurs      Värsjö beskriver färgerna      Upplysning om färg eller färger</p>	<p>2 7 0</p> <p>Lengua de presentación de la solicitud y segunda lengua      Angivelse af første og andet sprog som anført i ansøgningen      Sprache, in der die Anmeldung eingereicht wurde, und zweite Sprache      Γλώσσα κατάθεσης της αίτησης και δεύτερη γλώσσα      Language in which application is filed and second language      Langue de dépôt de la demande et deuxième langue      Língua de depósito desta demanda e segunda língua      Taal van de aanvraag en een tweede taal      Língua de depósito do pedido e segunda língua      Kieli, jolla hakemus on tehty ja toinen kieli      Språk på vilken ansökan ingivits samt andraspråk</p>
<p>5 3 1</p> <p>Elementos figurativos (Clasificación de Viena)      Figurative elements (Vienna Classification)      Bildbezeichnungen (Wiener-Klassifikation)      Γραφικά στοιχεία (Ταξινόμηση της Βιέννης)      Figurative elements (Vienna Classification)      Elements figuratifs (Classification de Vienne)      Elementi figurativi (Classificazione di Vienna)      Figuratieve elementen (Classificatie van Wenen)      Elementos figurativos (Classificação de Viena)      Kuva-aset osot (Wienin luokitus)      Figurative element (Wien-Klassifizierung)</p>	<p>5 1 1</p> <p>Productos y servicios agrupados (Clasificación de Niza)      Følgeligste over varer og tjenesteydelser      Nice-Klassifikation      Waren und Dienstleistungen in klassifizierter Reihenfolge (Nizza-Klassifikation)      Προϊόντα και υπηρεσίες ταξινομημένα σε κλάσεις (Ταξινόμηση της Νίκας)      Goods and services grouped (Nice Classification)      Produits et services regroupés (Classification de Niza)      Prodotti e servizi raggruppati (Classificazione di Nizza)      Opjare van de waren en diensten (Classificatie van Niza)      Produtos e serviços agrupados (Classificação de Niza)      Tavart ja palvelut luokiteltiin (Nizza luokitus)      Grupperade varor och tjänster (Nice-klassifisering)</p>
<p>5 2 6</p> <p>Renuncia a Invoquer derechos exclusivos      Disclaimer      Δήλωση μη διεκδίκησης αποκλειστικών δικαιωμάτων στοιχείων      Disclaimer      Renonciation à Invoquer un droit exclusif      Renúncia a for valer un direito exclusivo      Disclaimer      Renúncia a invocar direitos exclusivos sobre elementos da marca      Eröklatslåsuvmo      Disclaimer</p>	<p>3 0 0</p> <p>País, fecha y número de la solicitud cuya prioridad se reivindica      Land, Datum und Aktenzeichen der Anmeldung(en), deren Priorität in Anspruch genommen wird      χώρα, ημερομηνία και αριθμός αίτησης για την οποία διεκδικείται προτεραιότητα      Country, date and number of application for which priority is claimed      Pays, date et numéro du dépôt dont la priorité est revendiquée      Paese, data e numero del deposito relativamente a cui si rivendica la priorità      Land, datum en nummer van het verzocht om voorrang      País, data e número de depósito cuja prioridade se reivindica      Valtio, päiväaika ja numero, josta vaaditaan etuoikeutta      Land, datum och ansökningsnummer för prioritetgrundande ansökan</p>
<p>5 2 1</p> <p>Adquisición de carácter distintivo o consecuencia del uso      Oprindelse af særpræg som følge af den brug, der er gjort deraf      Erlangung von Unterscheidungskraft durch Benutzung      Απόκτηση διακριτικής δύναμης με χρήση      Acquisition of distinctive character by use      Acquisição de carácter distintivo por fusoage      Acauziune de caracter distinctiv în seguina utilizării      Verrijping van onderscheidend vermogen door gebruik      Aquisição de carácter distintivo na sequência de utilização      Erötamiskraftig kåytön perusella      Särskilningsförmåga upprättad genom användning</p>	<p>2 3 0</p> <p>Nombre de la exposición y fecha de la primera presentación (prioridad según el art. 33)      Ursprungens navn og dato for den første indlægning (prioritet ifølge art. 33)      Name der Ausstellung und Tag der ersten Zustellung (Priorität gemäß Artikel 33)      Όνομα της έκθεσης και ημερομηνία πρώτης παρουσίασης (προτεραιότητα σύμφωνα με το άρθρο 33)      Name of the exhibition and date of first display (priority under art. 33)      Nom de l'exposition et date de première présentation (priorité selon l'art. 33)      Nome dell'esposizione e data di prima presentazione (priorità al sensi dell'art. 33)      Naam van de tentoonstelling en datum van de eerste exposé (voorrang overeenkomstig artikel 33)      Nome da exposição e data primeira apresentação (prioridade nos termos do art. 33)      Názov výstavy a dátum prvej predloženia (priorita podľa článku 33)      Nominen namn för utställningen och dagen för den första förvisningen (prioritet enligt art. 33)</p>
<p>7 3 2</p> <p>Nombre y dirección del solicitante      Ansøgers navn og adresse      Name und Anschrift des Anmelders      Όνομα και διεύθυνση του αιτούντη      Name and address of the applicant      Nom et adresse du demandeur      Nome e indirizzo del richiedente      Naam en adres van de aanvrager      Nome e morada do requerente      Hakijan nimi ja osoite      Sökandens namn och adress</p>	<p>3 5 0</p> <p>Antigüedad; país, (a) número de registro, (b) fecha de registro, (c) fecha de presentación, (d) fecha de prioridad      Ancienneté; land, (a) registreeringsnummer, (b) registreringsdato, (c) ansøgningsdato, (d) prioritetsdato      Zeitrang; Land, (a) Nummer der Eintragung, (b) Tag der Eintragung, (c) Anmeldetag, (d) Prioritätsdatum      Αρχαιότητα; χώρα, (α) αριθμός καταχώρησης, (β) ημερομηνία καταχώρησης, (γ) ημερομηνία κατάθεσης, (δ) ημερομηνία προτεραιότητας      Seniority; country, (a) registration number, (b) date of registration, (c) filing date, (d) date of priority      Ancienneté; país, (a) número d'registrament, (b) data d'registrament, (c) data de depósito, (d) data de prioritat      Precedência; país, (a) número de registo, (b) data de registo, (c) data de depósito, (d) data de prioridade      Ancienniteit; land, (a) inschrijvingsnummer, (b) inschrijvingsdatum, (c) datum van aanvrage, (d) datum van de voorrang      Antigüedad; país, (a) número de registo, (b) data de registo, (c) data de depósito, (d) data de prioridade      Aiemmyys; valtio, (a) rekisteröynumero, (b) rekisteröyämäärä, (c) hakemispäivä, (d) etuoikeuspäivämäärä      Seniorität; land, (a) registernummer, (b) registreringsdatum, (c) ansökningsdatum, (d) prioritetsdatum</p>
<p>7 4 0</p> <p>Nombre y dirección del representante      Følgeligste navn og adresse      Name und Anschrift des Vertreters      Όνομα και διεύθυνση του εκπροσώπου      Name and address of representative      Nom et adresse du représentant      Nome e indirizzo del rappresentante      Naam en adres van de vertegenwoordiger      Nome e morada do mandatário      Edustajan nimi ja osoite      Ombudets namn och adress</p>	<p>7 4 0</p> <p>Nombre y dirección del representante      Følgeligste navn og adresse      Name und Anschrift des Vertreters      Όνομα και διεύθυνση του εκπροσώπου      Name and address of representative      Nom et adresse du représentant      Nome e indirizzo del rappresentante      Naam en adres van de vertegenwoordiger      Nome e morada do mandatário      Edustajan nimi ja osoite      Ombudets namn och adress</p>



Int. Cls.: 25 and 41

Prior U.S. Cls.: 22, 39, 100, 101 and 107

United States Patent and Trademark Office

Reg. No. 2,616,150

Registered Sep. 10, 2002

TRADEMARK  
SERVICE MARK  
PRINCIPAL REGISTER

THE SPORTS CLUB/LA

THE SPORTS CLUB COMPANY, INC. (DELA-  
WARE CORPORATION)  
11100 SANTA MONICA BOULEVARD  
SUITE 300  
LOS ANGELES, CA 90025

FOR: CLOTHING, NAMELY MEN'S, WOMEN'S  
AND CHILDREN'S T-SHIRTS, SHORTS, SOCKS,  
TIGHTS, LEOTARDS, PANTS, VISORS, POLO  
SHIRTS, SWEAT SHIRTS, CAPS, JACKETS, TANK  
TOPS AND SWEAT PANTS, IN CLASS 25 (U.S. CLS.  
22 AND 39).

FIRST USE 3-15-1987; IN COMMERCE 3-15-1987.

FOR: FITNESS AND HEALTH CLUB SERVICES,  
IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 3-15-1987; IN COMMERCE 3-15-1987.

OWNER OF U.S. REG. NOS. 1,543,906, 1,727,704  
AND OTHERS.

SEC. 2(F).

SER. NO. 75-565,824, FILED 10-7-1998.

CURTIS FRENCH, EXAMINING ATTORNEY

Side - 1



**NOTICE OF ACCEPTANCE AND  
ACKNOWLEDGEMENT OF §§8 & 15  
DECLARATION**

**MAILING DATE: Mar 23, 2009**

The combined declaration of use and incontestability filed in connection with the registration identified below meets the requirements of Sections 8 and 15 of the Trademark Act, 15 U.S.C. §1058 and 1065. The combined declaration is accepted and acknowledged. The registration remains in force.

For further information about this notice, visit our website at: <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov>.

**REG NUMBER:** 2616150  
**MARK:** THE SPORTS CLUB/LA  
**OWNER:** The Sports Club Company, Inc.

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE  
COMMISSIONER FOR TRADEMARKS  
P.O. BOX 1451  
ALEXANDRIA, VA 22313-1451

FIRST-CLASS  
MAIL  
U.S. POSTAGE  
PAID

ROD S. BERMAN  
Jeffer Mangels Butler & Marmaro LLP  
1990 Avenue of the Stars  
7th Floor  
Los Angeles, CA 90067-4308

**EXHIBIT B**

FOREIGN MARKS

Trademark	Country	App/Reg. No.	Owner Name
THE SPORTS CLUB/LA and Design	CTM	00978205	The Sports Club Company, Inc.
THE SPORTS CLUB/LA	CTM	01052463	The Sports Club Company, Inc.
THE SPORTS CLUB/LA and Design	France	96650419	The Sports Club Company, Inc.
THE SPORTS CLUB/LA and Design	Germany	39649195	The Sports Club Company, Inc.
THE SPORTS CLUB/LA and Design	UK	2115600	The Sports Club Company, Inc.
DESIGN OF A FLYING LADY	AUSTRALIA	730578	The Sports Club Company, inc.



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR

CERTIFICATE  
OF REGISTRATION

This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

CERTIFICADO  
DE REGISTRO

Se expide el presente certificado de registro para la marca comunitaria que se identifica a continuación. Las menciones y las informaciones relativas a tal marca han sido inscritas en el Registro de marcas comunitarias.

N° 000978205



THE SPORTS CLUB/LA

*Registered/Registrada, 16/02/2000*

*The President/El Presidente*



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET  
DAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR

450 03/04/2000  
210 000978205  
220 05/11/1998  
442 12/07/1999  
546  
531 2.1.8-23,26,13.1  
732  
The Sports Club Company, Inc.  
11100 Santa Monica Boulevard, Suite 300  
Los Angeles, California 90025  
US  
740  
AARKS & CLERK  
Sussex House  
83-85 Mosley Street  
Manchester M2 3LG  
GB  
270 ER ES  
511 ES - S - Vitamíνας, minerales, complementos dietéticos y nutricionales.  
ES - 41 - Servicios de clubes de salud y gimnasia.  
DA - S - Vitamíner, mineraler, diæt- og kosttilskød.  
DA - 41 - Fitness- og helseskubber.  
DE - S - Vitamine, Mineralstoffe, diätetische und Nahrungsergänzungstoffe.  
DE - 41 - Betrieb von Fitness- und Gesundheitsclubs.  
EL - S - Βιταμίνες, μεταλλικά στοιχεία, διατητικά συμπληρώματα και συμπληρώματα διατροφής.  
EL - 41 - Υπηρεσίες αθλητικών λέσχων και λέσχων υγείας.

EN - S - Vitamins, minerals, dietary and nutritional supplements.  
EN - 41 - Fitness and health club services.  
FR - S - Vitamines, minéraux, compléments diététiques et nutritionnels.  
FR - 41 - Services de remise en forme et de clubs de santé.  
IT - S - Vitamine, minerali, integratori dietetici e nutrizionali.  
IT - 41 - Fitness club e palestra.  
NL - S - Vitamines, mineralen, diëtische supplementen en voedingsupplementen.  
NL - 41 - Fitness- en gezondheidsclubs.  
PT - S - Vitamíνας, minerais, suplementos dietéticos e alimentares.  
PT - 41 - Serviços de clube de saúde e de manutenção da forma física.  
FI - S - Vitamiinit, kivennäisaineet, dieetti- ja ravintolisäaineet.  
FI - 41 - Kuntosali palvelut.  
SV - S - Vitaminer, mineraler, dietiska tillskott samt kosttillskott.  
SV - 41 - Motions- och hälsoklubbstjänster.  
300 US 11/09/1998 75/551008



<p><b>4 5 0</b></p> <p>Fecha de publicación del registro Registrierungs öffentlichesdatum Tag der Veröffentlichung der Eintragung Ημερομηνία δημοσίευσης της καταχώρισης Date of publication of the registration Date di pubblicazione della registrazione Datum van publicatie van de inschrijving Data de publicação do registro Rechtstermijn publicatiedatum Datum für öffentliche Kundmachung der Registraturen</p>	<p><b>5 4 6</b></p> <p>Reproducción de la marca en caracteres no normalizados. Gegeefte of vertaaling van teken of tekenstandaard type Wiedergabe der Marke ohne Beachtung der üblichen Schreibweise Αναπαραγωγή του εμπορικού ή των εμπορικών χαρακτήρων Reproduction of trade mark in non-standard script Reproduction de la marque en écriture non standard Reproduzione del marchio secondo modalità di scrittura diverse dalle usuali Afschrijving van het merk in niet gebruikelijk of gewoon schrift Reprodução da marca em escrita não normal Yhtämittäin kuvatus esittelyssä ei-vakiolojain Återgivning av märke med specialit grafisk utformning</p>
<p><b>2 1 0</b></p> <p>Número de expediente atribuido a la solicitud Anmeldungsnummer Nummern der Anmeldung Αριθμός φακέλου της αίτησης File number given to the application Número do pedido atribuído à demanda Numero d'ordine del fascicolo relativo alla domanda Nummer von der Anmeldung Número de processo atribuído ao pedido Hakemäärä annettu numero Anmeldungsnummer</p>	<p><b>5 5 4</b></p> <p>Marca tridimensional Tridimensionale Warenmarke Dreidimensionale Marke Τρισδιάστατο σήμα Three dimensional trade mark Marche tridimensionnelle Marchio tridimensionale Dreidimensionaal merk Harcu tridimensional Kolmitoiminen merkki Tridimensionella märke</p>
<p><b>2 2 0</b></p> <p>Fecha de presentación de la solicitud Anmeldungsdatum Anmeldetag Ημερομηνία καταβολής της αίτησης Filing date of application Date de dépôt de la demande Date del depósito della domanda Datum van de aanvraag Data de depósito do pedido Hakemäärä päivä Anmeldungsdatum</p>	<p><b>5 5 6</b></p> <p>Marca sonora Ljudmärke Hörmarke Ηχητικό σήμα Sound mark Marche sonore Marchio sonoro Käntömerk Harcu sonor Läutmärke Ljudmärke</p>
<p><b>1 8 0</b></p> <p>Fecha prevista de la expiración del registro / de la renovación Förväntat utlösningsdatum för registreringen / förnyelsen Vorhergesehenes Ablaufdatum der Eintragung / Verlängerung Haukkaan aikataulu maksun jälkeen tai toisen hakemuksen jättämisen jälkeen Expected expiration date of the registration / renewal Date prévue de l'expiration de la registration / du renouvellement Prevista data di scadenza della registrazione / del rinnovo Datum previsto de expiração do registro / da renovação Rakennuksen / uudelleenlain olettama päättämispäivä Förväntat förfallningsdatum för registrering / förnyelse</p>	<p><b>5 5 7</b></p> <p>Marca olfativa Duftmarke Geruchsmarke Οσφαιρικό σήμα Olfactory mark Marche olfactive Marchio olfattivo Geruchsmark Harcu olfactiv Hajumerkki Ludmärke</p>
<p><b>4 4 2</b></p> <p>Fecha de publicación de la solicitud Anmeldungs öffentlichesdatum Tag der Veröffentlichung der Anmeldung Ημερομηνία δημοσίευσης της αίτησης Date of publication of the application Date di pubblicazione della domanda Datum van publicatie van de aanvraag Data de publicação do pedido Hakemäärän julkaisemispäivämäärä Datum für öffentliche Kundmachung der Ansuchen</p>	<p><b>5 5 1</b></p> <p>Marca colectiva Faktormarke Kollektivmarke Συλλογικό σήμα Collective mark Marche collective Marchio collettivo Collectief merk Harcu colectiva Yhteismerkki Kollektivmarke</p>
<p><b>5 4 1</b></p> <p>Reproducción de la marca en caracteres normalizados. Gegeefte of vertaaling van teken, niet standaardtype Wiedergabe der Marke in üblicher Schreibweise Αναπαραγωγή του εμπορικού ή των εμπορικών χαρακτήρων Reproduction of trade mark in standard script Reproduction de la marque en écriture standard Reproduzione del marchio secondo le usuali modalità di scrittura Afschrijving van het merk in gewoon schrift Reprodução da marca em escrita normal Yhtämittäin kuvatus esittelyssä vakiolojain Återgivning av märke med standardtekt</p>	<p><b>5 7 1</b></p> <p>Descripción de la marca Beschreibung der Warenmarke Beschreibung der Marke Περιγραφή του εμπορικού ή των εμπορικών χαρακτήρων Description of the trade mark Description de la marque Beschreibung der Marke Beschrijving van het merk Descrição da marca Selostus merkistä Beskrivning av märket</p>

<p><b>5 9 1</b></p> <p>Indicación del (de los) colores  Angivelse af farver  Angabe der Farben  Επιλογή του χρώματος (των χρωμάτων)  Indication of colour or colours  Indication de la ou des couleurs  Indicazione nel del colori  Aanduiding van de kleuren  Indicação das cores  Várnél közzététel  Uppgift om färg eller färger</p>	<p><b>2 7 0</b></p> <p>Lengua de presentación de la solicitud y segunda lengua  Angivelse af første og andet sprog som anført i ansøgningen  Sprache, in der die Anmeldung eingereicht wurde, und zweite Sprache  Γλώσσα κατάθεσης της αίτησης και δεύτερη γλώσσα  Langue in which application is filed and second language  Langue de dépôt de la demande et deuxième langue  Lingua di deposito della domanda e seconda lingua  Taal van de aanvraag en een tweede taal  Lingua de depósito da pedido e segunda língua  Kieli, josta hakemus on tehty ja toinen kieli  Språk på vilken ansökan ingivits samt andraspråk</p>
<p><b>5 3 1</b></p> <p>Elementos figurativos (Clasificación de Viena)  Figurative elements (Vienna-Klassifikation)  επιθεωρησιακή (Vienna-Klassifikation)  Γράφημα στοιχεία (Γενική) της Βιέννης  Figurative elements (Vienna Classification)  Éléments figuratifs (Classification de Vienne)  Elementi figurativi (Classificazione di Vienna)  Figuratieve elementen (Classificatie van Wenen)  Elementos figurativos (Classificação de Viena)  Kuvalliset osat (Vienna luokitus)  Figurativa element (Wien-Klassifizierung)</p>	<p><b>5 1 1</b></p> <p>Productos y servicios agrupados (Clasificación de Niza)  Fortegnelse over varer og tjensteydelser  (Nice-Klassifikation)  Varer und Dienstleistungen in klassifizierter Reihenfolge (Nizzaer Klassifikation)  Αρθροί και υπηρεσίες ταξινομημένα σε κλάσεις (Γενική) της Νίκας  Goods and services grouped (Nice Classification)  Produits et services regroupés (Classification de Nice)  Oppgave von de varer og tjenester (Classificazione di Nizza)  Produtos e serviços agrupados (classificação de Nice) Tovarai ja palvelut luokiteltuihin (Nizza luokitus)  Gruppade varor och tjänster (Nice-Klassificering)</p>
<p><b>5 2 6</b></p> <p>Renuncia a invocar derechos exclusivos  Disclaimers  Disclaimers  Απόφαση μη άσκησης αποκλειστικών δικαιωμάτων στοιχεία του εμπορίου  Disclaimers  Renonciation à invoquer un droit exclusif  Ainuncia a for valdere un diritto esclusivo  Disclaimers  Renúncia a invocar direitos exclusivos sobre elementos da marca  Erklæringsaussagen  Disclaimers</p>	<p><b>3 0 0</b></p> <p>País, fecha y número de la solicitud cuya prioridad se reivindica  Land, dato og nummer for prioritetssøgningen  Land, Datum und Aktenzeichen der Anmeldung(en), deren Priorität in Anspruch genommen wird  Χώρα, ημερομηνία και αριθμός αίτησης για την οποία διεκδικείται προτεραιότητα  Country, date and number of application for which priority is claimed  Pays, date et numéro du dépôt dont la priorité est revendiquée  Paese, data e numero del deposito relativamente a cui si rivendica la priorità  Land, datum og nummer von het vörzök om vörzökung  País, data e número do depósito cuja prioridade se reivindica  Valtio, päivämäärä ja numero, josta vaaditaan etuoikeutta  Land, datum och ansökningsnummer för prioritetgrundande ansökan</p>
<p><b>5 2 1</b></p> <p>Adquisición de carácter distintivo a consecuencia del uso  Oprøelse af særpræg som følge af den brug, der er gjort deraf  Erlangung von Unterscheidungsvermögen durch Benutzung  Αποκτήση αποκριτικής δύναμης με χρήση  Acquisition of distinctive character by use  Acquisição de carácter distintivo por fuzage  Verkfärling van onderscheidend vermogen door gebruik  Aquisição de carácter distintivo na sequência de utilização  Επικτητική δύναμη με χρήση περυσέλλο  Särskilningsförmåga uppnådd genom användning</p>	<p><b>2 3 0</b></p> <p>Nombre de la exposición y fecha en la primera presentación (artículo 33)  Udstillingens navn og dato for den første udstilling (artikel 33)  Name der Ausstellung und Tag der ersten Zerschauung (Artikel 33)  Όνομα της έκθεσης και ημερομηνία πρώτης παρουσίασης (άρθρο 33)  Name of the exhibition and date of first display (priority under Art. 33)  Nom de l'exposition et date de première présentation (article 33)  Nome dell'esposizione e data di prima presentazione (articolo 33)  Naam van de tentoonstelling en datum van de eerste exposie (voorafz overstemming artikel 33)  Nome da exposição e data primeira apresentação (prioridade de art. 33)  Nämnelsen namn i första utställningen (artikel 33)  Namn på utställningen och dagen för den första föreläggningen (prioritet art. 33)</p>
<p><b>7 3 2</b></p> <p>Nombre y dirección del solicitante  Ansøgers navn og adresse  Name und Anschrift des Anmelders  Όνομα και διεύθυνση του κατόχου  Name and address of the applicant  Nom et adresse du déposant  Nome e indirizzo del richiedente  Naam en adres van de aanvrager  Nome e morada do requerente  Hakijon nimi ja osoite  Sökandens namn och adress</p>	<p><b>3 5 0</b></p> <p>Anticipo de país, (a) número de registro, (b) fecha de registro,  (c) fecha de presentación, (d) fecha de prioridad  Ancienitet land, (a) registreringsnummer, (b) registreringsdato,  (c) ansøgningsdato, (d) prioritedato  Zeitang, Land, (a) Nummer der Eintragung, (b) Tag der Eintragung,  (c) Anmeldetag, (d) Prioritätsdatum  Άρχαιότητα χώρα, (α) αριθμός καταχώρησης, (β) ημερομηνία καταχώρησης,  (c) ημερομηνία κατάθεσης, (d) ημερομηνία προτεραιότητας  Seniority country (a) registration number, (b) date of registration,  (c) filing date (d) date of priority  Anticipo país, (a) número d'enregistrament, (b) data d'enregistrament,  (c) data de dipòsit, (d) data de prioritat  Preesistenza; paese, (a) numero di registrazione, (b) data di registrazione,  (c) data di deposito, (d) data di priorità  Ancienitet land, (a) inskriftningsnummer (b) inskriftningsdatum,  (c) datum van ovrage, (d) datum van de vöörang  Antiquidade; país, (a) número de registo, (b) data de registo,  (c) data do depósito, (d) data de prioridade  Aiemuus; valtio, (a) rekisterinumero, (b) rekisteröintipäivä,  (c) hakemispäivä, (d) etuoikeuspäivämäärä  Senioritet land, (a) registreringsnummer (b) registreringsdatum,  (c) ansökningsdatum, (d) prioritetsdatum</p>
<p><b>7 4 0</b></p> <p>Nombre y dirección del representante  Fukningsligns navn og adresse  Name und Anschrift des Vermeters  Όνομα και διεύθυνση του εμπροσθίου  Name and address of representative  Nom et adresse du représentant  Nome e indirizzo del rappresentante  Naam en adres van de vertegenwoordiger  Nome e morada do mandatário  Edustajan nimi ja osoite  Ombudets namn och adress</p>	<p><b>3 5 0</b></p> <p>Anticipo de país, (a) número de registro, (b) fecha de registro,  (c) fecha de presentación, (d) fecha de prioridad  Ancienitet land, (a) registreringsnummer, (b) registreringsdato,  (c) ansøgningsdato, (d) prioritedato  Zeitang, Land, (a) Nummer der Eintragung, (b) Tag der Eintragung,  (c) Anmeldetag, (d) Prioritätsdatum  Άρχαιότητα χώρα, (α) αριθμός καταχώρησης, (β) ημερομηνία καταχώρησης,  (c) ημερομηνία κατάθεσης, (d) ημερομηνία προτεραιότητας  Seniority country (a) registration number, (b) date of registration,  (c) filing date (d) date of priority  Anticipo país, (a) número d'enregistrament, (b) data d'enregistrament,  (c) data de dipòsit, (d) data de prioritat  Preesistenza; paese, (a) numero di registrazione, (b) data di registrazione,  (c) data di deposito, (d) data di priorità  Ancienitet land, (a) inskriftningsnummer (b) inskriftningsdatum,  (c) datum van ovrage, (d) datum van de vöörang  Antiquidade; país, (a) número de registo, (b) data de registo,  (c) data do depósito, (d) data de prioridade  Aiemuus; valtio, (a) rekisterinumero, (b) rekisteröintipäivä,  (c) hakemispäivä, (d) etuoikeuspäivämäärä  Senioritet land, (a) registreringsnummer (b) registreringsdatum,  (c) ansökningsdatum, (d) prioritetsdatum</p>



Computer Patent  
Associates Limited

Our Ref: LJ/IU3/195714

6 November, 2008

**RENEWAL IN EUROPEAN UNION FOR THE SPORTS CLUB COMPANY INC.**

CPA Client:	7072499 - Jeffrey Mangelis Beller & Marmaro LLP
Country:	European Union
Type:	Trademark Renewal
Proprietor:	THE SPORTS CLUB COMPANY INC

Trademark:	THE SPORTS CLUB/LA & DEVICE
Class(es):	5 41
Renewal/Due Date:	05 NOV 2008
Trademark No.:	000978205
Clients Agent Case Code:	T9917
File Number:	T50326
Client's Reference:	57692-0025
Client's Agent:	Marks & Clerk - Manchester
Agent of Pay:	7837156 - Zivko Mijatovic (OHIM)

Total number of cases in the batch: 1





# MARQUES DE FABRIQUE DE COMMERCE OU DE SERVICE

Code de la propriété intellectuelle  
Livre IV : Titre premier, chapitre premier  
Livre VII : Titre premier ; Livre VIII

## CERTIFICAT D'ENREGISTREMENT

Le Directeur général de l'Institut national de la propriété industrielle certifie que la marque reproduite au verso a été enregistrée.

L'enregistrement produit ses effets à compter de la date de dépôt de la demande pour une période de dix ans indéfiniment renouvelable.

Cet enregistrement sera publié au Bulletin officiel de la propriété industrielle

N° 97 / 17 NL du 25 AVR 1997

Le Directeur général de l'Institut  
national de la propriété industrielle

Daniel HANGARD

INSTITUT  
NATIONAL DE  
LA PROPRIÉTÉ  
INDUSTRIELLE

SIEGE  
26 bis, rue de Saint-Petersbourg  
75800 PARIS Cedex 08  
Téléphone : 01 53 04 53 04  
Télécopie : 01 42 93 59 30



Cabinet PLASSERAUD  
84, rue d'Amsterdam  
75440 PARIS Cedex 09

N° National : 96850419

Dépôt du : 13 NOVEMBRE 1995

à : I.N.P.I

THE SPORTS CLUB COMPANY, INC. (société américaine organisée  
selon les lois de l'Etat du Delaware), 11123 Santa Monica Boulevard,  
Suite 308, LOS ANGELES, CALIFORNIE 90025, ETATS UNIS  
D'AMERIQUE

Mandataire ou destinataire de la correspondance :  
Cabinet PLASSERAUD, 84, rue d'Amsterdam, 75440 PARIS Cedex  
09.



THE SPORTS CLUB / LA

Produits ou services désignés : Bijouterie, horlogerie et montres.  
Vêtements (habillement), chaussures (à l'exception des chaussures  
orthopédiques), chapellerie. Laçots de chaussures, insignes non en  
métaux précieux, pièces collables à chaud pour l'ornement et la  
réparation d'articles textiles.

Classes de produits ou services : 14, 25, 26.



CABINET PLASSERAUD  
52 rue de la Victoire  
75440 PARIS CEDEX 09

Date de la déclaration de renouvellement : 8 NOVEMBRE 2006

Déclarant : THE SPORTS CLUB COMPANY, INC., une société organisée selon les lois de l'Etat du Delaware, 11100 Santa Monica Boulevard, Suite 300, Los Angeles, CALIFORNIE 90025, Etats-Unis d'Amérique

Mandataire ou destinataire de la correspondance  
CABINET PLASSERAUD, 52 rue de la Victoire, 75440 PARIS CEDEX 09.

#### Enregistrement concerné

N° national ou N° d'enregistrement : 96 650 419

Marque française

Signe concerné : THE SPORTS CLUB / LA (semi-figurative)

Date du dépôt : 13 NOVEMBRE 1996

N° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 97/17

#### Portée du renouvellement

Renouvellement effectué pour l'intégralité des produits et services de l'enregistrement concerné

Classes de produits et de services : 14, 25, 26.



CABINET PLASSERAUD  
52 rue de la Victoire  
75440 PARIS CEDEX 09

Date de la déclaration de renouvellement : 8 NOVEMBRE 2006

Déclarant : THE SPORTS CLUB COMPANY, INC., une société organisée selon les lois de l'Etat du Delaware, 11100 Santa Monica Boulevard, Suite 300, Los Angeles, CALIFORNIE 90025, Etats-Unis d'Amérique

Mandataire ou destinataire de la correspondance  
CABINET PLASSERAUD, 52 rue de la Victoire, 75440 PARIS CEDEX 09.

#### Enregistrement concerné

N° national ou N° d'enregistrement : 96 650 419

Marque française

Signe concerné : THE SPORTS CLUB / LA (semi-figurative)

Date du dépôt : 13 NOVEMBRE 1996

N° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 37/17

#### Portée du renouvellement

Renouvellement effectué pour l'intégralité des produits et services de l'enregistrement concerné

Classes de produits et de services : 14, 25, 26.



# Marque de fabrique, de commerce ou de service

## CERTIFICAT DE RENOUVELLEMENT

Le Directeur général de l'Institut national de la propriété industrielle certifie que l'enregistrement de la marque dont les références sont reproduites au verso a fait l'objet d'un renouvellement.

La nouvelle période de dix ans court à compter de l'expiration de la précédente ou, en cas de dépôt associé, à compter de la déclaration de renouvellement.

Ce renouvellement sera publié au Bulletin officiel de la propriété industrielle. n° 07/45 Vol. II du 9 novembre 2007

Fait à Paris, le 9 novembre 2007

Le Directeur général de l'Institut  
national de la propriété industrielle

A handwritten signature in black ink, appearing to read 'B. Battistelli', is written over a horizontal line.

Benoît BATTISTELLI

BUNDESREPUBLIK DEUTSCHLAND



URKUNDE

über die Eintragung der Marke

Nr. 396 49 195

Akz.: 396 49 195.2



THE SPORTS CLUB/LA

Markeninhaber:

THE SPORTS CLUB COMPANY, INC., Los Angeles, Calif. 90025, US

Tag der Anmeldung: 12.11.1996

Tag der Eintragung: 16.01.1997

Der Präsident des Deutschen Patentamts

N. Haugg



TRADEMARK

REEL: 004644 FRAME: 0610

Registerauszug, Stand: 09.06.1997

[111] Registernummer: 396 49 195

[220] Anmeldetag: 12.11.1996

[511] Leitklasse: 14

- [210] Aktenzeichen: 396 49 195.2  
[—] Eingangstag: 12.11.1996  
[151] Tag der Eintragung: 16.01.1997  
[450] Tag der Veröffentlichung der Eintragung: 19.04.1997  
[540] Marke: THE SPORTS CLUB/LA  
Bildliche Darstellung der Marke siehe Urkunde  
[—] Markenform: Wort-/Bildmarke  
[591] Farbige Eintragung mit folgenden Farben: -  
[551] Kollektivmarke: -  
Satzungsdatum: -  
geändert am: -  
[—] Der Anmeldung ist eine Beschreibung beigelegt: -  
[521] Durchgesetzte Marke: -  
[521] Durchgesetzter Markenbestandteil: -  
[—] Internationale Registrierung (Datum, Aktenzeichen): -  
[390] Telle-Quelle-Marke: -  
[521] Verlängert mit Wirkung vom:

[732] Name und Anschrift des Inhabers der Marke:

THE SPORTS CLUB COMPANY, INC., 11100 Santa Monica Boulevard, Suite 300, Los Angeles, Calif. 90025, Vereinigte Staaten von Amerika

[750] Zustellanschrift:

HOFFMANN - EITLE, Niederlegung im Abholfach des DPA, München

[740] Name und Anschrift des gegenwärtigen Vertreters:

HOFFMANN - EITLE, Arabellastr. 4, 81925 München

[510] Verzeichnis der Waren und Dienstleistungen:

00: Edelmetalle und deren Legierungen sowie daraus hergestellte oder damit plattierte Waren (soweit in Klasse 14 enthalten); Juwelierwaren; Schmuckwaren; Edelsteine; Uhren; einschließlich Armbanduhren; Zeitmeßinstrumente; Teile dieser Waren; Bekleidungsstücke, Gürtel; Schuhwaren; Kopfbedeckungen; Spitzen und Stickereien; Bänder und Schnürbänder; auch für Schuhe; Knöpfe, Haken und Ösen, Nadeln; künstliche Blumen; Aufnäher, Haft- und/oder Aufklebetiketten, Applikationen, Flicker, Abzeichen; 14; 25; 26.

[511] Klassen: 14, 25, 26.

[300] Unionspriorität (Datum, Land, Aktenzeichen): -

[230] Ausstellungspriorität (Datum, Angaben zur Ausstellung): -

Dingliche Rechte, Konkursverfahren, Zwangsvollstreckung  
Art der Belastung: - eingetragen am:

Berichtigungen:

[732] Name und Anschrift des Inhabers der Marke lautet nicht richtig:

THE SPORTS CLUB COMPANY, INC., 11100 Santa Monica Boulevard, Suite 300, Los Angeles, Vereinigte Staaten von Amerika

# DEUTSCHES PATENTAMT

Deutsches Patentamt • 80297 München

HOFFMANN - EITLE

Niederlegung im Abholfach DPA

München

München, den 09.05.1997

☎ (089) 21 95 - 0

Aktenzeichen: 396 49 195.2

Inhaber: THE SPORTS CLUB  
COMPANY, INC.

Ihr Zeichen: T 144/1 - I/sg

Bitte Aktenzeichen und Inhaber bei  
allen Zahlungen und Eingaben angeben!

EINGEGANGEN

13. Juni 1997

HOFFMANN - EITLE, MÜNCHEN  
PATENTANWÄLTE, RECHTSANWÄLTE

## BESCHEINIGUNG

### über die in das Register eingetragenen Angaben

Die Marke mit der Registernummer 396 49 195 ist mit den folgenden Angaben in das Register des Deutschen Patentamts eingetragen.

Die Schutzdauer der Marke beginnt mit dem Anmeldetag und endet zehn Jahre nach Ablauf des Monats, in den der Anmeldetag fällt.  
Sie kann jeweils um zehn Jahre verlängert werden (§ 47 Markengesetz).

Die Schutzfrist der Marke endet am 30.11.2006.



#### Formlos

W 7312  
05.01.96

Annahmestelle und  
Nachbriefkasten  
nur  
Zweibrückenstraße 12

Dienstgebäude  
Zweibrückenstraße 12 (Hauptgebäude)  
Wiesenerstraße 47a / Saarstraße 5  
Zweibrückenstraße 57 (Breitthof)

Hausadresse (für Fracht)  
Deutsches Patentamt  
Zweibrückenstraße 12  
80331 München

Telefon (0 89) 21 95 - 0  
Telefax (0 89) 21 95 - 22 21  
Telex 5 23 5 34

Bank für Postbank Niederlassung München  
701 01-833 (BLZ 700 100 60)  
Landeszentralbank München  
700 010 54 (BLZ 700 000 00)

TRADEMARK  
REEL: 004644 FRAME: 0612



Deutsches Patent- und Markenamt  
Dienststelle Jena



Jena, den 24.11.2006

Tel.: (03641) 40-5571 · Fax: (03641) 40-5690

Bearbeiter: Mey, RAnge

Register-Nr.: 396 49 195

Deutsches Patent- und Markenamt - 07738 Jena

HOFFMANN - EITLE  
Abhofach im DPMA  
München

EINGEGANGEN  
30. Nov. 2006  
HOFFMANN • EITLE MÜNCHEN  
PATENTANWÄLTE RECHTSANWÄLTE

Inhaber: THE SPORTS CLUB COMPANY, INC.,  
Los Angeles, Calif., US

Ihr Zeichen: T 144/1 j/asm

Bitte bei allen Eingaben Aktenzeichen/Registernummer  
und Name des Anmelders/Inhabers, bei Zahlungen  
zusätzlich die Gebührennummer angeben!

Verlängerungsbestätigung

Sehr geehrte Damen und Herren,

die Verlängerung der Schutzdauer der Wort-/Bildmarke 396 49 195

THE SPORTS CLUB/LA

wurde im Register vermerkt.

Die neue Schutzdauer endet am 30.11.2016. Die Veröffentlichung erfolgt (voraussichtlich) im Teil 4  
des Markenblatt-Heftes 52/2006 (29.12.2006).

Mit freundlichen Grüßen  
Markenabteilung



Mey, RAnge

Anlagen:

X3103  
22.09.06

Deutsches Patent- und Markenamt  
Zweibrückenstraße 12  
80331 München  
(mit Nachbriefkasten)

Internet: <http://www.dpma.de>

Deutsches Patent- und Markenamt  
Technisches Informationszentrum  
Gieseler Straße 97  
10969 Berlin  
(mit Nachbriefkasten)

Markenportal in München und Jena:  
Chopinstraße 64  
81549 München  
Telefon: 089 2195-0  
Telefax: 089 2195-2221  
Telefon- und Telefaxdurchwahl der für Ihre Anmeldung/Marken-  
zuständigen Stelle entnehmen Sie bitte dem Briefkopf.

Goethestraße 1  
07743 Jena  
(mit Nachbriefkasten)  
Telefon: 03641 40-64  
Telefax: 03641 40-5990

Bankverbindung:  
Inhaber: Bundeskanzlei Weiden  
bei der: Bundesbank München  
Kto-Nr. 700 010 54 (BLZ 700 000 00)  
Nur bei Überweisungen aus  
dem Ausland:  
BIC (SWIFT-Code): MARKDEF3300  
IBAN: DE44 7000 0000 0070 0010 54

TRADE MARKS  
REGISTRY



REGISTRATION  
CERTIFICATE

Trade Marks Act 1994 of Great

Britain and Northern Ireland

The mark shown below has been registered under No. 2115600 as of the date 13 November 1996.



The mark has been registered in respect of:

Class 14:

Jewellery; precious stones; horological and chronometric instruments; watches, clocks, stop watches.

Class 25:

Articles of outer clothing; articles of underclothing; socks, shoes, sports shoes, boots; headgear, hats, caps, hoods, balaclavas.

Class 26:

Shoe laces; badges; patches.

In the name of The Sports Club Company, Inc.  
Incorporated in United States of America, Delaware

Scaled this day at my direction

P. R. S. HARTNACK, REGISTRAR  
DATE 27 June 1997

TRADE MARKS  
REGISTRY



RENEWAL  
CERTIFICATE

The Trade Mark No. 2115600 in Class(es) :-

14 25 26

registered in the name of The Sports Club Company, Inc.  
Incorporated in United States of America, Delaware  
has been renewed for a period of 10 years from the 13 November 2006  
and was advertised as renewed in Trade Mark Journal 6651.

Scaled this day at my direction

RON MARCHANT, REGISTRAR

DATE

8 November 2006

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

United States Patent and Trademark Office

Reg. No. 2,796,508  
Registered Dec. 23, 2003

SERVICE MARK  
PRINCIPAL REGISTER



SPORTS CLUB COMPANY, INC., THE (DELA-  
WARE CORPORATION)  
11100 SANTA MONICA BOULEVARD, SUITE 300  
LOS ANGELES, CA 90025

OWNER OF U.S. REG. NOS. 1,543,906 AND  
1,727,704.

FOR: FITNESS AND HEALTH CLUB SERVICES;  
CONDUCTING EXERCISE CLASSES, IN CLASS 41  
(U.S. CLS. 100, 101 AND 107).

SEC. 2(F) AS TO "THE SPORTS CLUB/LA".

SER. NO. 76-078,105, FILED 6-26-2000.

FIRST USE 3-15-1987; IN COMMERCE 3-15-1987.

CURTIS FRENCH, EXAMINING ATTORNEY

Side - 1



**NOTICE OF ACCEPTANCE AND  
ACKNOWLEDGEMENT OF §§8 & 15  
DECLARATION**

**MAILING DATE: Dec 9, 2009**

The combined declaration of use and incontestability filed in connection with the registration identified below meets the requirements of Sections 8 and 15 of the Trademark Act, 15 U.S.C. §1058 and 1065. The combined declaration is accepted and acknowledged. The registration remains in force.

For further information about this notice, visit our website at: <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov>.

**REG NUMBER: 2796508**  
**MARK: THE SPORTS CLUB/LA AND DESIGN**  
**OWNER: Sports Club Company, Inc., The**

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE  
COMMISSIONER FOR TRADEMARKS  
P.O. BOX 1451  
ALEXANDRIA, VA 22313-1451

FIRST-CLASS  
MAIL  
U.S. POSTAGE  
PAID

ROD S. BERMAN  
JEFFER MANGELS BUTLER & MARMARO LLP  
1900 AVENUE OF THE STARS 7TH FLOOR  
LOS ANGELES, CA 90067

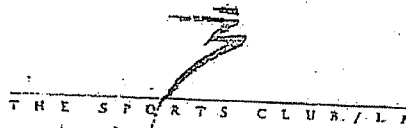
Int. Cl.: 25

Prior U.S. Cl.: 39

United States Patent and Trademark Office

Reg. No. 1,727,704  
Registered Oct. 27, 1992

TRADEMARK  
PRINCIPAL REGISTER



SPORTS CLUB MANAGEMENT COMPANY,  
THE (CALIFORNIA CORPORATION)  
11100 SANTA MONICA BLVD.  
SUITE 300  
LOS ANGELES, CA 90025

FOR: MEN, WOMEN AND CHILDREN'S T-  
SHIRTS, SHORTS, SOCKS, TIGHTS, LEO-  
TARDS, PANTS, VISORS, POLO SHIRTS,  
SWEAT SHIRTS, CAPS, JACKETS, TANK TOPS  
AND SWEAT PANTS, IN CLASS 25 (U.S. CL  
39).  
FIRST USE 3-0-1987; IN COMMERCE  
3-0-1987.

OWNER OF U.S. REG. NO. 1,543,906.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "LA", APART FROM THE  
MARK AS SHOWN.

THE DESIGN PORTION OF THE MARK  
CONSISTS OF THE FANCIFUL DEPICTION OF  
A PERSON EXERCISING.

SER. NO. 73-831,882, FILED 10-16-1989.

KATHERINE STOIDES, EXAMINING ATTOR-  
NEY

Barasa, Sheiron

---

To: jackrifenbark@thesportsclub.com  
Cc: Berman, Rod S.; Docketing Dept  
Subject: The Sports Club - 57692-9001 - Forwarding Requested Sports Club Information  
Attachments: 20110503145108\_S2B.pdf

Dear Jack,

In response to your April 29, 2011 email request for information regarding Sports Club Company, Inc., please see below:

Request No. 1:

As requested, attached are copies of the trademark and service mark registrations owned by Sports Club Company, Inc. To assist you, we also have attached a report that 1) identifies the filing particulars for each registered mark; and 2) describes the required use in connection with each mark. Please note that we have not filed any copyright or trade name applications on behalf of Sports Club Company, Inc.

Request No. 2:

Please note that Tim O'Brien informed us by email dated April 29, 2011 that he is in possession of all the agreements with Millennium Partners.

Request No. 3:

Regarding any actual or threatened infringement actions, we presently are not aware of any such actions.

Request No. 4:

We are unable to provide information regarding ownership and operation of the website [www.thesportsclubla.com](http://www.thesportsclubla.com), because we do not monitor this website or any other domain names owned or used by Sports Club Company, Inc.

Should you have any further requests, please do not hesitate to contact us.  
Best regards,

Sheiron Y. Barasa

---

From: Omtool Server [mailto:omtoolserver]  
Sent: Tuesday, May 03, 2011 2:42 PM  
To: Barasa, Sheiron  
Subject: MyAccuRoute Delivery

The attached file was processed by the AccuRoute server as requested.

5/3/2011

Barasa, Sheiron

---

To: jackrifembark@thesportsclub.com  
Cc: Berman, Rod S.; Docketing Dept  
Subject: The Sports Club - 57692-9001 - Forwarding Requested Sports Club Information  
Attachments: 20110503145108\_S2B.pdf

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Please note that Tim O'Brien informed us by email dated April 29, 2011 that he is in possession of all the agreements with Millennium Partners.

Request No. 3:

Regarding any actual or threatened infringement actions, we presently are not aware of any such actions.

Request No. 4:

We are unable to provide information regarding ownership and operation of the website [www.thesportsclubla.com](http://www.thesportsclubla.com), because we do not monitor this website or any other domain names owned or used by Sports Club Company, Inc.

Should you have any further requests, please do not hesitate to contact us.  
Best regards,

Sheiron Y. Barasa

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**From:** Omtool Server [mailto:omtoolserver]  
**Sent:** Tuesday, May 03, 2011 2:42 PM  
**To:** Barasa, Sheiron  
**Subject:** MyAccuRoute Delivery

The attached file was processed by the AccuRoute server as requested.

5/3/2011



CONFIDENTIAL - REGISTERED ACCOUNT

SERVICES FOR ACCOUNT: scta02

Display:

▼ theportclub.com	ED	ACTIVE	10/16/2015
▼ theportclub.com	ED	ACTIVE	10/17/2015
▼ theportclub.com	ED	ACTIVE	10/17/2015
▼ theportclub.com	ED	ACTIVE	01/04/2015
▼ theportclub.com	ED	ACTIVE	02/04/2015
▼ theportclub.com	ED	ACTIVE	01/03/2015
▼ theportclub.com	ED	ACTIVE	04/20/2015
▼ theportclub.com	ED	ACTIVE	04/26/2015
▼ theportclub.com	ED	ACTIVE	02/07/2015
▼ theportclub.com	ED	ACTIVE	02/02/2015
▼ theportclub.com	ED	ACTIVE	11/03/2015
▼ theportclub.com	ED	ACTIVE	
▼ theportclub.com	ED	ACTIVE	10/16/2015
▼ theportclub.com	ED	ACTIVE	10/17/2015
▼ theportclub.com	ED	ACTIVE	10/17/2015
▼ theportclub.com	ED	ACTIVE	02/02/2015
▼ theportclub.com	ED	ACTIVE	02/02/2015
▼ theportclub.com	ED	ACTIVE	04/20/2015
▼ theportclub.com	ED	ACTIVE	10/16/2015
▼ theportclub.com	ED	ACTIVE	10/17/2015
▼ theportclub.com	ED	ACTIVE	10/17/2015
▼ theportclub.com	ED	ACTIVE	06/01/2015
▼ theportclub.com	ED	ACTIVE	02/02/2015

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 \* www.assess.org.uk 11/01/2011  
 \* www.assess.org.uk 05/30/2011