

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Livingwell Health and Leisure Limited		08/09/2006	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Stakis Limited		
Street Address:	4 Cadogan Square, Cadogan St		
City:	Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G2 7PH		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3203376	LIVINGWELL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7038835548		
Email:	christian.eriksen@hilton.com		
Correspondent Name:	Christian Eriksen		
Address Line 1:	7930 Jones Branch Dr		
Address Line 2:	Hilton Worldwide, Inc.		
Address Line 4:	McLean VA, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	603250-60222		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 3203376

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Christian R. Eriksen

Signature:

/Christian R. Eriksen/

Date:

06/21/2013

**Total Attachments: 18**

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## Deed of Transfer

relating to membership data, the membership database application, LivingWell Intellectual Property, Sensory Intellectual Property and certain contractual rights

Dated *27<sup>th</sup> August* 2006

Livingwell Health and Leisure Limited (1)  
Stakis Limited (2)

**[REDACTED]**  
Livingwell (Holdings) Limited (4)  
LivingWell Australia Pty Limited (5)

**sjberwin** 

DATE

9th August

2006

PARTIES

(1) LIVINGWELL HEALTH AND LEISURE LIMITED a private company limited by shares incorporated in England and Wales (company number 02497983) whose registered office is at Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ ("LHL");

(2) [REDACTED]

(3) STAKIS LIMITED a private company limited by shares incorporated in Scotland (company number SC022163) whose registered office is at 4 Cadogan Square, Cadogan Street, Glasgow G2 7PH ("Stakis");

(4) LIVINGWELL (HOLDINGS) LIMITED, a private company limited by shares incorporated in England and Wales (company number 02497983) whose registered office is at Maple Court, Central Park, Reeds Crescent, Watford, Herts. WD24 4QQ ("LivingWell Holdings"); and.

(5) LIVINGWELL AUSTRALIA PTY LIMITED ABN 15 061 608 875 a company incorporated in New South Wales Australia, and having its registered office at Unit 3, 255 Pitt Street, Sydney NSW 2000 ("HHA").

[REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] For the purpose of the above Companies shall be deemed not to be

[REDACTED]

[REDACTED]

bank... for business in the City of...

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

HHA Territory

Australia and New Zealand

LHL Assets

the LivingWell Intellectual Property, LHL Contracts, Data which relates to the Transferring Clubs, including the Membership Data and Data relating to the employees of Stakis and the benefit of the membership contracts with each of the Transferring Clubs Members

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LivingWell Intellectual Property

all those domain names and trade marks listed in Schedule 4 and any current and future intellectual property rights in respect of, or associated with, the name "LIVINGWELL", including:

- (a) copyrights, trade marks, trade names, domain names, business names, rights in logos and get-up, inventions, rights in confidential information, trade secrets and know-how including commercial know-how, design rights, patents, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and
- (b) any rights and privileges related to any of the above, in every case in any part of the world and whether or not registered, including in relation to the above:
- (c) all granted registrations and all applications for registration;
- (d) all renewals, reversions or extensions;
- (e) the right to sue for damages for past infringement;
- (f) the goodwill attaching to or deriving from the use of any of the above; and

(g) all forms of protection of a similar nature which may subsist anywhere in the world.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sensory Intellectual Property

all and any current and future intellectual property rights in respect of, or associated with, the name "SENSORY", including:

- (a) copyrights, trade marks, trade names, domain names, business names, rights in logos and get-up, inventions, rights in confidential information, trade secrets and know-how including commercial know-how, design rights, patents, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and
- (b) any rights and privileges related to any of the above, in every case in any part of the world and whether or not registered, including in relation to the above:
- (c) all granted registrations and all applications for registration;
- (d) all renewals, reversions or extensions;
- (e) the right to sue for damages for past infringement;
- (f) the goodwill attaching to or deriving from the use of any of the above; and
- (g) all forms of protection of a similar nature which may subsist anywhere in the world

[REDACTED]

[REDACTED]

A [REDACTED]

[REDACTED]

( [REDACTED]

[REDACTED]

[REDACTED]

Statis A [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**2 Sale and Purchase of the Assets**

2.1 LHL shall transfer and assign such right title and interest as it may have in:

- (a) the LHL Assets to Stakis; and
- (b) the Sensory Intellectual Property in the HHA Territory (including in the domain names and trade marks listed in Schedule 5) to HHA.

Risk in the LHL Assets shall be deemed to pass to Stakis or HHA (as applicable) on Completion.

[REDACTED]

2.3 [REDACTED]

2.4 [REDACTED]

2.5 [REDACTED]

2.6 [REDACTED]

2.7 [REDACTED]

3.1 [REDACTED]

SCHEDULE 4

Livingwell Trade Marks and Domain Names

Trade Marks

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
LIVINGWELL [WORD AND DEVICE]	Afghanistan	41	6330	5-Jun-01
LIVINGWELL [WORD AND DEVICE]	Albania	41	9079	19-Apr-01
LIVINGWELL [WORD AND DEVICE]	Algeria	41	60560	18-Apr-01
LIVINGWELL [WORD AND DEVICE]	Andorra	41	17315	19-Jun-01
LIVINGWELL [WORD AND DEVICE]	Angola	41		16-Jul-01
LIVINGWELL [WORD AND DEVICE]	Anguilla	25, 41	3582	
LIVINGWELL [WORD AND DEVICE]	Argentina	41	1895141	4-Jun-01
LIVINGWELL [WORD AND DEVICE]	Aruba	41	21299	29-May-01
LIVINGWELL [WORD AND DEVICE]	Australia	25, 41	882743	17-Jul-01
RUNNING MAN [DEVICE]	Australia	25, 41	882742	17-Jul-01
LIVINGWELL [WORD AND DEVICE]	Austria	25, 41, 42	209983	29-Dec-98
LIVINGWELL [WORD AND DEVICE]	Azerbaijan	41	2003 0125	7-May-01
LIVINGWELL [WORD AND DEVICE]	Bahamas	25		3-May-01
LIVINGWELL [WORD AND DEVICE]	Bahrain	41	4494	3-Jul-01
LIVINGWELL [WORD AND DEVICE]	Bangladesh	25		2-May-01
LIVINGWELL [WORD AND DEVICE]	Barbados	41	81/15242	20-Apr-01
LIVINGWELL [WORD AND DEVICE]	Belarus	41	18213	21-Apr-01



Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
LIVINGWELL [WORD AND DEVICE]	Belize	41	1346.03	15-Jan-03
LIVINGWELL [WORD AND DEVICE]	Bermuda	41	33110	23-Apr-01
LIVINGWELL [WORD AND DEVICE]	Bolivia	41	87416-C	5-Jun-01
LIVINGWELL [WORD AND DEVICE]	Bosnia & Herzegovina	41		3-May-01
LIVINGWELL [WORD AND DEVICE]	Botswana	41	BW/M/01/00138	27-Apr-01
LIVINGWELL [WORD AND DEVICE]	Brazil	41		20-Apr-01
LIVINGWELL [WORD AND DEVICE]	Brunei	41	34004	30-Apr-01
LIVINGWELL [WORD AND DEVICE]	Bulgaria	41	43050	27-Apr-01
LIVINGWELL [WORD AND DEVICE]	Burundi	41	3815/BUR	
LIVINGWELL [WORD AND DEVICE]	Cambodia	41	KH015419/01	2-May-01
LIVINGWELL [WORD AND DEVICE]	Canada	41		30-May-01
LIVINGWELL [WORD AND DEVICE]	Cayman Islands	41	2265185	
LIVINGWELL [WORD AND DEVICE]	Chile	41	622239	15-Jun-01
LIVINGWELL [WORD AND DEVICE]	Colombia	41	249878	30-May-01
LIVINGWELL [WORD AND DEVICE]	Congo, Democratic Republic of	41	8468/2001	25-May-01
LIVINGWELL [WORD AND DEVICE]	Costa Rica	41		
LIVINGWELL [WORD AND DEVICE]	Croatia	41	Z20010733	7-May-01
LIVINGWELL [WORD AND DEVICE]	Cyprus	41		8-May-01
LIVINGWELL [WORD AND DEVICE]	Cyprus/Turkish FS	25	5752	11-Dec-01

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
LIVINGWELL [WORD AND DEVICE]	Denmark	41, 44	VR 2003 00432	20-Sep-02
LIVINGWELL [WORD AND DEVICE]	Djibouti	41	382/01/RADM	17-May-01
LIVINGWELL [WORD AND DEVICE]	Dominica	25, 41	23/2003	16-May-03
LIVINGWELL [WORD AND DEVICE]	Dominican Republic	41	122918	17-Jul-01
LIVINGWELL [WORD AND DEVICE]	Ecuador	41	5966-02	22-Jun-01
LIVINGWELL [WORD AND DEVICE]	Egypt	41		1-Jul-01
LIVINGWELL [WORD AND DEVICE]	El Salvador	41	16 Book 171	18-Jun-01
LIVINGWELL [WORD AND DEVICE]	Eritrea	41		
LIVINGWELL [WORD AND DEVICE]	Ethiopia	41	4065	
LIVINGWELL [WORD AND DEVICE]	Fiji	25	406/2002	21-Oct-02
LIVINGWELL [WORD AND DEVICE]	Finland	25, 41, 42	227027	29-Dec-98
LIVINGWELL [WORD AND DEVICE]	France	41, 43, 44	02 3192779	29-Dec-98
LIVINGWELL [WORD AND DEVICE]	Gambia	41		26-Apr-01
LIVINGWELL [WORD AND DEVICE]	Gaza	41	7854	29-Apr-01
LIVINGWELL [WORD AND DEVICE]	Germany	25, 41, 42	30236331	29-Dec-98
LIVINGWELL [WORD AND DEVICE]	Ghana	25		26-Jul-01
LIVINGWELL [WORD AND DEVICE]	Gibraltar	25, 41	8779	
LIVINGWELL [WORD AND DEVICE]	Greece	25, 41, 43, 44	213	29-May-02
LIVINGWELL [WORD AND DEVICE]	Grenada	25, 41	152/2002	

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
LIVINGWELL [WORD AND DEVICE]	Guatemala	41	125528	12-Jun-01
LIVINGWELL [WORD AND DEVICE]	Guemsey	25, 41	2265185	
LIVINGWELL [WORD AND DEVICE]	Guyana	25, 41	19410C	25-Oct-02
LIVINGWELL [WORD AND DEVICE]	Haiti	41	389/132	22-May-01
LIVINGWELL [WORD AND DEVICE]	Honduras	41	8608	1-Apr-02
LIVINGWELL [WORD & DEVICE]	Hong Kong	41	300085040	26-Sep-03
LIVINGWELL [WORD AND DEVICE]	Hong Kong	41	B15635/2003	23-Apr-01
LIVINGWELL [WORD AND DEVICE]	India	41, 44		15-Sep-03
LIVINGWELL [WORD AND DEVICE]	India	41		22-Sep-03
LIVINGWELL [WORD AND DEVICE]	India	25		18-May-01
LIVINGWELL [WORD AND DEVICE]	Indonesia	41	508056	30-Apr-01
LIVINGWELL [WORD AND DEVICE]	International Protocol	25, 41	756864	6-Apr-01
LIVINGWELL [WORD AND DEVICE]	Iran	41	95710	12-Jun-01
LIVINGWELL [WORD AND DEVICE]	Iraq	41		
LIVINGWELL [WORD AND DEVICE]	Ireland	25, 41, 42	224878	29-Dec-98
LIVINGWELL [WORD AND DEVICE]	Israel	41	148814	29-Apr-01
LIVINGWELL [WORD AND DEVICE]	Italy	25, 41, 42		29-Dec-98
LIVINGWELL [WORD AND DEVICE]	Jamaica	41	41527	1-Nov-01
LIVINGWELL [WORD AND DEVICE]	Jamaica	25	39157	9-May-01
LIVINGWELL [WORD AND DEVICE]	Jordan	41	62802	18-Jun-01
















Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
DEVICE]				
LIVINGWELL [WORD AND DEVICE]	Kazakhstan	41	13955	24-Apr-01
LIVINGWELL [WORD AND DEVICE]	Kenya	41		15-Jul-02
LIVINGWELL [WORD AND DEVICE]	Kiribati	41	1776	
LIVINGWELL [WORD AND DEVICE]	Kuwait	41		8-Jan-03
LIVINGWELL [WORD AND DEVICE]	Kyrgyzstan	41	6339	10-May-01
LIVINGWELL [WORD AND DEVICE]	Laos	41	8353	14-May-01
LIVINGWELL [WORD AND DEVICE]	Lebanon	41	87097	24-Apr-01
LIVINGWELL [WORD AND DEVICE]	Lesotho	41	LS/M/02/00204	28-Jun-02
LIVINGWELL [WORD AND DEVICE]	Liberia	41	LR/M/2001/00093	13-Jun-01
LIVINGWELL [WORD AND DEVICE]	Libya	41		
LIVINGWELL [WORD AND DEVICE]	Macau	41	N/008067	18-May-01
LIVINGWELL [WORD AND DEVICE]	Macedonia	41		23-Apr-01
LIVINGWELL [WORD AND DEVICE]	Madagascar	41	4572	30-May-01
LIVINGWELL [WORD AND DEVICE]	Malawi	25	171/2001	11-May-01
LIVINGWELL [WORD AND DEVICE]	Malaysia	41		26-Apr-01
LIVINGWELL [WORD AND DEVICE]	Malta	25	31220	7-Feb-00
LIVINGWELL [WORD AND DEVICE]	Malta	41	32757	4-Jan-01
LIVINGWELL [WORD AND DEVICE]	Malta	42	32758	4-Jan-01
LIVINGWELL [WORD AND DEVICE]	Mauritius	41, 44		12-Nov-03
LIVINGWELL [WORD AND DEVICE]	Mauritius	25	103	22-May-01
LIVINGWELL [WORD AND DEVICE]	Mexico	41	725822	14-Jun-01

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
LIVINGWELL [WORD AND DEVICE]	Mongolia	41	3507	17-Jul-01
LIVINGWELL [WORD AND DEVICE]	Montserrat	25, 41	1611	
LIVINGWELL [WORD AND DEVICE]	Mozambique	41		12-Sep-02
LIVINGWELL [WORD AND DEVICE]	Myanmar	41	2989/2001	
LIVINGWELL [WORD AND DEVICE]	Namibia	41	2001/0559	26-Apr-01
LIVINGWELL [WORD AND DEVICE]	Nauru	41		
LIVINGWELL [WORD AND DEVICE]	Nepal	41	17703/059	3-May-02
LIVINGWELL [WORD AND DEVICE]	Netherlands Antilles	41	1403	18-May-01
LIVINGWELL [WORD AND DEVICE]	New Zealand	41	636395	19-Apr-01
LIVINGWELL [WORD AND DEVICE]	Nicaragua	41	52704C.C.	11-Jul-01
LIVINGWELL [WORD AND DEVICE]	Nigeria	41		
LIVINGWELL [WORD AND DEVICE]	Nigeria	25		18-May-01
LIVINGWELL [WORD AND DEVICE]	OAPI	41	44063	4-May-01
LIVINGWELL [WORD AND DEVICE]	Oman	41	25728	26-Jun-01
LIVINGWELL [WORD AND DEVICE]	Pakistan	41		19-Apr-04
LIVINGWELL [WORD AND DEVICE]	Panama	41	115637-01	4-Jul-01
LIVINGWELL [WORD AND DEVICE]	Papua New Guinea	41	A63860	30-May-01
LIVINGWELL [WORD AND DEVICE]	Paraguay	41	243841	20-Apr-01
LIVINGWELL [WORD AND DEVICE]	Peru	41	27320	6-Jun-01
LIVINGWELL [WORD AND DEVICE]	Portugal	25, 41, 44	366695	17-Sep-02
LIVINGWELL [WORD AND DEVICE]	Puerto Rico	41	53367	11-Jun-01
LIVINGWELL [WORD AND DEVICE]	Qatar	41		20-Jun-01

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
LIVINGWELL [WORD AND DEVICE]	Rwanda	41	4645/GRK	
LIVINGWELL [WORD AND DEVICE]	Saint Helena	41	1502	
LIVINGWELL [WORD AND DEVICE]	Saint Kitts and Nevis	41	171	2-Aug-01
LIVINGWELL [WORD AND DEVICE]	Saint Lucia	41	TM/2002/00032 6	11-Sep-02
LIVINGWELL [WORD AND DEVICE]	Saint Vincent & the Grenadines	25, 41	127/2002	1-Nov-02
LIVINGWELL [WORD AND DEVICE]	Samoa	25	4227	27-Apr-01
LIVINGWELL [WORD AND DEVICE]	Saudi Arabia	41	624/5	6-Jun-01
LIVINGWELL [WORD AND DEVICE]	Seychelles	41	6000	30-Apr-01
LIVINGWELL [WORD AND DEVICE]	Sierra Leone	25		30-Aug-02
LIVINGWELL [WORD AND DEVICE]	Solomon Islands	41	2315	
LIVINGWELL [WORD AND DEVICE]	Somalia	41		
LIVINGWELL [WORD AND DEVICE]	South Africa	41		23-Apr-01
LIVINGWELL [WORD AND DEVICE]	South Korea	41	87166	23-Apr-01
LIVINGWELL [WORD AND DEVICE]	Spain	25, 41, 42	2491406	19-Jul-02
LIVINGWELL [WORD AND DEVICE]	Sri Lanka	41		25-Apr-01
LIVINGWELL [WORD AND DEVICE]	Sudan	41	30111	30-Aug-01
LIVINGWELL [WORD AND DEVICE]	Suriname	25	17966	30-Aug-01
LIVINGWELL [WORD AND DEVICE]	Swaziland	41	321/2002	22-Aug-02
LIVINGWELL [WORD AND DEVICE]	Sweden	25, 41, 43, 44	362977	29-Dec-98
LIVINGWELL [WORD AND DEVICE]	Tadjikistan	41	5506	15-May-01
LIVINGWELL [WORD AND DEVICE]	Taiwan	41	166290	24-Apr-01
LIVINGWELL [WORD AND DEVICE]	Tangier	41	20090	7-Aug-01

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
LIVINGWELL [WORD AND DEVICE]	Tanzania	41	2336	23-Apr-01
LIVINGWELL [WORD AND DEVICE]	Thailand	41	Bor17517	14-May-01
LIVINGWELL [WORD AND DEVICE]	Tonga	41		30-May-01
LIVINGWELL [WORD AND DEVICE]	Trinidad and Tobago	41		1-May-01
LIVINGWELL [WORD AND DEVICE]	Tunisia	41	EE010718	16-Apr-01
LIVINGWELL [WORD AND DEVICE]	Turks and Caicos Islands	41	12526	2-May-01
LIVINGWELL [WORD AND DEVICE]	Tuvalu	41	1045	
LIVINGWELL [WORD AND DEVICE]	Uganda	25	24133	24-May-01
LIVINGWELL [WORD AND DEVICE]	United Arab Emirates	41	34032	29-Jul-01
ANTS & AARDVARKS [LOGO - SERIES OF 2]	United Kingdom	25, 41	2242797	17-Aug-00
CHALLENGERS [LOGO IN COLOUR AND MONOCHROME - SERIES OF 2]	United Kingdom	41	2242798	17-Aug-00
FLAG [DEVICE]	United Kingdom	25	1391244	10-Jul-89
FLAG [DEVICE]	United Kingdom	16	1391243	10-Jul-89
FLAG [DEVICE]	United Kingdom	41	1391245	10-Jul-89
GIGGLING GORILLAS [LOGO - SERIES OF 2]	United Kingdom	25, 41	2242794	17-Aug-00
LIVINGWELL [WORD AND DEVICE - SERIES OF 4]	United Kingdom	16, 41, 42	2180993B	31-Oct-98
LIVINGWELL [WORD AND DEVICE - SERIES OF 4]	United Kingdom	25	2180993A	31-Oct-98
LIVINGWELL [WORD AND DEVICE]	United Kingdom	25, 41	2265185	23-Mar-01
LIVINGWELL VIRTUAL FITNESS [LOGO SERIES OF TWO]	United Kingdom	09, 41	2233145	19-May-00
X. S. [LOGO IN COLOUR AND MONOCHROME - SERIES OF 2]	United Kingdom	41	2242796	17-Aug-00
LIVINGWELL [WORD AND DEVICE]	United States	41		14-May-01
LIVINGWELL [WORD AND DEVICE]	Uruguay	41	331076	30-Apr-01
LIVINGWELL [WORD AND DEVICE]	Uzbekistan	41	MGU 11626	22-Jun-01

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
DEVICE]				
LIVINGWELL [WORD AND DEVICE]	Vanuatu	25, 41	2265185	
LIVINGWELL [WORD AND DEVICE]	Venezuela	41	S-024922	19-Jun-01
LIVINGWELL [WORD AND DEVICE]	Vietnam	41	45115	26-Apr-01
LIVINGWELL [WORD AND DEVICE]	Virgin Islands (British)	25, 41	2035	
LIVINGWELL [WORD AND DEVICE]	Virgin Islands (USA)	41		
LIVINGWELL [WORD AND DEVICE]	West Bank	41		28-May-01
LIVINGWELL [WORD AND DEVICE]	Yemen	41	15176	20-Jun-01
LIVINGWELL [WORD AND DEVICE]	Zambia	25	540/2001	28-Aug-01
LIVINGWELL [WORD AND DEVICE]	Zanzibar	25	401/2001	18-May-01
LIVINGWELL [WORD AND DEVICE]	Zimbabwe	41	B438/2001	3-May-01



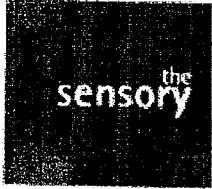
SCHEDULE 5

Sensory Trade Marks and Domain Names

Trade Marks

REGISTERED TRADE MARKS

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
SENSORY	Australia	Class 3	861789	28 December 2000
	Australia	Classes 3 and 42	886945	24 August 2001



Domain Names

[www.sensory.com.au](http://www.sensory.com.au).

[www.imofftolivingwell.com.au](http://www.imofftolivingwell.com.au)

[www.iamofftolivingwell.com.au](http://www.iamofftolivingwell.com.au)

SCHEDULE 6

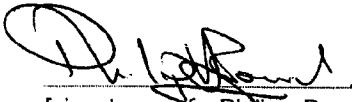
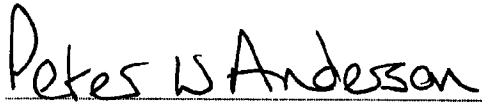
Prohibited Trade Marks

Mark	Country/Region	Trade Mark Classes	Reg. No	Date of Registration
THE SENSORY LIVINGWELL [WORDS AND DEVICE - SERIES OF 3]	United Kingdom	42	2235200	07/06/2000

Signed as a deed by LIVINGWELL HEALTH AND LEISURE LIMITED acting by:

_____	And	_____
[signature of first director]		[signature of second director or secretary]
_____		_____
[print name of second director] Director		[print name of second director or secretary] Director/Secretary

Signed as a deed by PHILIP BOWCOCK as attorney for and on behalf of STAKIS LIMITED in the presence of:

		
[signature of Philip Bowcock] as attorney for STAKIS LIMITED		[signature of witness]
		[name, address and occupation of Witness]

Signed as a deed by VIVA! HEALTH & LEISURE CLUBS LIMITED acting by:

_____	And	_____
[signature of first director]		[signature of second director or secretary]
_____		_____
[print name of second director] Director		[print name of second director or secretary] Director/Secretary

Signed as a deed by LIVINGWELL (HOLDINGS) LIMITED acting by:

_____	And	_____
[signature of first director]		[signature of second director or secretary]
_____		_____
[print name of second director] Director		[print name of second director or secretary] Director/Secretary

Signed as a deed by LIVINGWELL AUSTRALIA PTY LIMITED acting by:

_____	And	_____
[signature of first director]		[signature of second director or secretary]
_____		_____
[print name of second director] Director		[print name of second director or secretary] Director/Secretary

From: unknown Page: 1/1 Date: 7/08/2006 9:40:52 AM

MTT Alice Nairn / Andy Potter

Signed as a deed by LIVINGWELL HEALTH AND LEISURE LIMITED acting by:

[signature of first director]

DBANNING  
[print name of second director]  
Director

And

[signature of second director or secretary]

E. N. AMSTRONG  
[print name of second director or secretary]  
Director/Secretary

Signed as a deed by STAKIS LIMITED acting by:

[signature of first director]

[print name of second director]  
Director

And

[signature of second director or secretary]

[print name of second director or secretary]  
Director/Secretary

Signed as a deed by VIVA! HEALTH & LEISURE CLUBS LIMITED acting by:

[signature of first director]

DBANNING  
[print name of second director]  
Director

And

[signature of second director or secretary]

E. N. AMSTRONG  
[print name of second director or secretary]  
Director/Secretary

Signed as a deed by LIVINGWELL (HOLDINGS) LIMITED acting by:

[signature of first director]

DBANNING  
[print name of second director]  
Director

And

[signature of second director or secretary]

E. N. AMSTRONG  
[print name of second director or secretary]  
Director/Secretary

Signed as a deed by LIVINGWELL AUSTRALIA PTY LIMITED acting by:

[signature of first director]

ANDREW M. COLL  
[print name of second director]  
Director

And

[signature of second director or secretary] 7/8/06

ANDREW POTTER  
[print name of second director or secretary]  
Director/Secretary