

10-16-1998

U.S. Department of Commerce
Patent and Trademark Office



COVER SHEET
ONLY

100851360

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

MD 10-13-98

1. Name of conveying party(ies):

New Mexico Sports & Wellness Limited Partnership
f/k/a New Mexico Sports & Wellness Limited

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership (New Mexico)
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: Starmark Northwest Management, L.L.C.

Address: c/o Club Sports International, Inc.
1700 Broadway, Suite 1900
Denver, Colorado 80290

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 12, 1998

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability Company (Delaware)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

LIFE DESIGNS (Reg. No. 2099553)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be sent:

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed

Any deficiency is authorized to be charged to
Deposit Account No. 111098

8. Deposit Account No.

(Attach duplicate copy of this page if paying by deposit account)

10/15/1998 TTOM11 00000257 2099553
01 FC:481 40.00 EP

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

HAYLEY M. SMITH

Name of Person Signing

Hayley M. Smith

Signature

10/9/98

Date

Total number of pages including cover sheet, attachments, and document: 9

COMMISSIONER OF PATENTS AND TRADEMARKS- BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 1799 FRAME: 0918

TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT ("Assignment") is made and entered into as of this 12 day of August, 1998, ("Effective Date"), by and between **New Mexico Sports & Wellness Limited Partnership**, a New Mexico limited partnership, with its principal office at 7120 Wyoming Boulevard NE, Suite 16, Albuquerque, New Mexico 87110 ("Assignor"), and **Starmark Northwest Management, L.L.C.**, a Delaware limited liability company, with its principal office c/o Club Sports International, Inc., 1700 Broadway, Suite 1900, Denver, Colorado 80290 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the 17th day of June, 1998 (the "Purchase Agreement") by and among New Mexico Sports & Wellness Limited (now known as New Mexico Sports and Wellness Limited Partnership), a New Mexico limited partnership and the Partners of New Mexico Sports & Wellness Limited, as "Seller Parties" and Starmark Holdings, L.L.C., a Delaware limited liability company, as "Buyer", Assignor has agreed to assign, and Assignee has agreed to acquire, all the right, title and interest in and to those registered trademarks identified and set forth on Schedule A; those registered trade names identified and set forth on Schedule B; and those unregistered trademarks identified and set forth on Schedule C (all of the foregoing collectively referred to as the "Marks"), and the goodwill of the business associated therewith; and

WHEREAS, execution and delivery of this Assignment is a condition to the consummation of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens

and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 12 day of August, 1998.

NEW MEXICO SPORTS & WELLNESS LIMITED PARTNERSHIP

STARMARK NORTHWEST MANAGEMENT, L.L.C.

By: William Spencer Garrett

By: J Kyle Hood

Name: William Spencer Garrett

Name: J Kyle Hood

Title: General Partner

Title: VP.

STATE OF New York,
COUNTY OF New York ss.:

On this 12 day of August, 1998, there appeared before me William Spencer Garrett, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of NEW MEXICO SPORTS & WELLNESS LIMITED PARTNERSHIP.

Diane C. Skudin
Notary Public DIANE C. SKUDIN
Notary Public, State of New York
No. 01SK4828725
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires April 30, 1999

STATE OF New York,
COUNTY OF New York ss.:

On this 12 day of August, 1998, there appeared before me J Kyle Hood, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of STARMARK NORTHWEST MANAGEMENT, L.L.C.

Diane C. Skudin
Notary Public

DIANE C. SKUDIN
Notary Public, State of New York
No. 01SK4828725
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires April 30, 1999

KAHSMITH\STARMARK\TMASSIGN

Schedule A
U.S. Federal Trademark Registrations

Mark	Status	Reg. No.	Goods/Services
LIFE DESIGNS	Registered 9/23/97	2099553	Health Club Services

Schedule B
New Mexico State Trade Name Registrations

Tradename	Reg. No.	Reg. Date	Expiration
SPORTS & WELLNESS	TN96091608	9/16/96	9/16/06
NEW MEXICO SPORTS & WELLNESS	TN96091609	9/16/96	9/16/06

Schedule C
Unregistered Trademarks

SPIN & YOGA
SPORTS & WELLNESS