

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
Four Sports, Inc.		06/28/2000	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	Starmark Northwest Management, L.L.C.
Street Address:	1700 Broadway
Internal Address:	Suite 1600
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2181329	NEW ENERGY BEL AIR ATHLETIC CLUB

CORRESPONDENCE DATA	
Fax Number:	(303)223-0959
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-223-1159
Email:	ekunkle@bhf-law.com
Correspondent Name:	Elizabeth L. Kunkle
Address Line 1:	410 Seventeenth Street
Address Line 2:	Twenty-Second Floor
Address Line 4:	Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	6839.63
-------------------------	---------

NAME OF SUBMITTER:	Elizabeth L. Kunkle
--------------------	---------------------

Total Attachments: 3
 source=FS-SNM ass#page1.tif
 source=FS-SNM ass#page2.tif

OP \$40.00 2181329

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**Assignment**"), effective June ~~28~~²⁹, 2000 is made by and between Four Sports, Inc., t/a Bel Air Athletic Club, a Maryland corporation, with an address at 658 Boulton Street, Bel Air, Maryland 21014 ("**Assignor**"); and Starmark Northwest Management, L.L.C., a Delaware limited liability company, with a principal place of business at 1700 Broadway, Suite 1600, Denver, Colorado 80290 ("**Assignee**").

WHEREAS, Assignor (together with Assignor's stockholders) and Starmark Holdings, LLC, a Delaware limited liability company, ("**Holdings**") entered into that certain Asset Purchase Agreement dated as of March 9, 2000, as amended by that certain letter agreement dated April 5, 2000, that certain Amendment to Asset Purchase Agreement dated as of April 14, 2000 and that certain Reinstatement of and Second Amendment to Asset Purchase Agreement dated as of May 9, 2000 and subject to the terms of that certain letter agreement dated as of April 14, 2000 (collectively, the "**Purchase Agreement**"), for the purchase and sale of substantially all of the assets of Assignor including, without limitation, certain real and personal property located at 658 Boulton Street, Bel Air, Maryland (collectively, the "**Club**");

WHEREAS, Holdings has designated Assignee to receive certain rights and benefits to which Holdings is entitled pursuant to the Purchase Agreement including, without limitation, any and all intellectual property rights owned by Assignor or to which Assignor is otherwise entitled.

WHEREAS, Assignor desires to assign to Assignee, and Holdings and Assignee desire for Assignee to assume from Assignor, certain rights and obligations related to the operation of the Club, subject to the terms of the Purchase Agreement and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective the ~~28~~²⁹ day of June, 2000, pursuant to the terms of the Purchase Agreement, Assignor hereby assigns, transfers and conveys to Assignee all of the right, title and interest of Assignor in, to, under or by virtue of any and all intangible property used in connection with the Club including, without limitation, (i) all inventions (whether or not patentable or reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, divisions, extensions, and reexaminations thereof, but excluding any such items that were produced by Roger Ralph which were not used in connection with the business of the Club, (ii) all registered and unregistered trademarks, service marks, trade dress, logos, trade names, Internet domain names, and corporate names, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, but excluding any such items that were produced by Roger Ralph which were not used in connection with the business of the Club, (iv) all trade secrets and confidential business information, but excluding any such items that were produced by Roger

583924591820 2

Ralph which were not used in connection with the business of the Club, (v) all computer software, (vi) all other proprietary rights, and (vii) all copies and tangible embodiments thereof (collectively, the "Intellectual Property") including, without limitation, the following:

- (a) Assignor's right, title and interest in and to the U.S. trademark registration Reg. No. 2,181,329 - NEW ENERGY BEL AIR ATHLETIC CLUB & Design for "health club", all common law rights associated therewith and all goodwill associated thereby (the "Mark");
 - (b) Assignor's right, title and interest in and to the URL *www.baac.com* together with all goodwill associated therewith (the "Domain Name");
 - (c) Assignor's right, title and interest in and to the trade names BEL AIR ATHLETIC CLUB, THE BODY WORKS, HARFORD DANCE CENTER, KIDS CLUB, OUTBAAC, and BAACPAK together with all goodwill associated therewith (the "Trade Names");
 - (d) Assignor's right, title and interest in and to the following license agreements: (i) "License To Use Trademark," dated April 24, 1991, with Kidsport International, Inc. as licensor; (ii) "BODY PUMP Facility License Agreement," dated _____, with The Step Company as licensor; (iii) "Precision Cycling AGREEMENT," dated August 1999, with Star Trac By Unisen, Inc. as licensor; and (iv) an oral license to use the Hupkwando Martial Arts program, with Master Lim as licensor (collectively, the "License Agreements").
2. In compliance with the condition precedents to the assignment of each of the License Agreements, as set forth therein, the written consent to enter into this Agreement has been received from each of the licensors thereunder and are attached hereto as Exhibit A;
 3. Assignor further agrees to execute simultaneously herewith the Network Solutions, Inc. Domain Name Transfer Agreement attached hereto as Exhibit B;
 4. Assignor further assigns to Assignee the right to sue for past infringement and dilution of the Intellectual Property including, without limitation, the Mark, Domain Name, and the Trade Names, and to recover and hold all damages, profits and other compensation arising therefrom.
 5. Assignee hereby accepts the foregoing assignments and agrees to perform each and all of the obligations of Assignor, accruing after the effective date hereof as a party to the License Agreements. Assignor hereby agrees to perform each and all of the obligations of Assignor accruing on or before the effective date hereof as a party to the License Agreements.

- 6. Assignor agrees that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns, such documents as Assignee may reasonably request in order to fully assign, transfer to, and vest in Assignee or Assignee's successors, nominees and assigns, and to protect Assignee's, or Assignee's successors', nominees' and assigns', right, title and interest in and to all of the Intellectual Property and rights of Assignor intended to be transferred and assigned hereby or to enable Assignee or Assignee's successors, nominees and assigns to realize upon or otherwise enjoy such rights and property.
- 7. Assignor represents and warrants that it has made continuous use of the Mark for the services in Reg. No. 2,181,329 from August 11, 1998 to the present.
- 8. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, personal representatives, successors, transferees and assigns.
- 9. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the day and year first written above.

**FOUR SPORTS, INC.
T/A BEL AIR ATHLETIC CLUB**

Date: 6/28/00

By: Roger S. Ralph
Name: Roger S. Ralph
Title: Pres.

Accepted and Agreed To:

STARMARK NORTHWEST MANAGEMENT, L.L.C.

By: [Signature]
Name: Eddie D. Williams
Title: _____