

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrected Assignment to correct Entity Type for Receiving Party in assignment recorded 3/24/04 at Reel/Frame 002816/0163 (Notice of Recordation for original assignment attached) 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**

<b>Name:</b>	Starmark Northwest Management, LLC
<b>Street Address:</b>	1700 Broadway
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>Entity Type:</b>	Limited Liability Company: 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  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 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

<b>ATTORNEY DOCKET NUMBER:</b>	99001.3
<b>NAME OF SUBMITTER:</b>	Elizabeth L. Kunkle

Total Attachments: 7

**900006617**

**TRADEMARK  
 REEL: 002819 FRAME: 0757**

**OP \$40.00 2181329**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**Assignment**"), effective June ~~28~~<sup>29</sup>, 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~~<sup>29</sup> 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

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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: \_\_\_\_\_



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



\*900006473A\*

MARCH 24, 2004

PTAS

ELIZABETH L. KUNKLE  
410 SEVENTEENTH STREET  
TWENTY-SECOND FLOOR  
DENVER, CO 80202

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/24/2004

REEL/FRAME: 002816/0163  
NUMBER OF PAGES: 5

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:  
FOUR SPORTS, INC.

DOC DATE: 06/28/2000  
CITIZENSHIP: MARYLAND  
ENTITY: CORPORATION

ASSIGNEE:  
STARMARK NORTHWEST MANAGEMENT,  
L.L.C.  
1700 BROADWAY  
SUITE 1600  
DENVER, COLORADO 80202

CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

APPLICATION NUMBER: 75196285  
REGISTRATION NUMBER: 2181329

FILING DATE: 11/08/1996  
ISSUE DATE: 08/11/1998

MARK: NEW ENERGY BEL AIR ATHLETIC CLUB  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

**TRADEMARK**  
**REEL: 002819 FRAME: 0762**

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SAUNDRA BALLENGER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**03/24/2004**  
**900006473**

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

**RECEIVING PARTY DATA**

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<b>Street Address:</b>	1700 Broadway
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
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<b>ATTORNEY DOCKET NUMBER:</b>	6839.63
<b>NAME OF SUBMITTER:</b>	Elizabeth L. Kunkle

Total Attachments: 3  
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