

11-20-2000



101522070

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10012000

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027. Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002179 FRAME: 0281

MED
11-9-00

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(510) 834-6600

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75849815"/>	<input type="text" value="75849816"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1957293"/>	<input type="text" value="1932876"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Jeanine DeBacker

11/06/2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made the effective as of October 1, 2000, by and between APEX FITNESS, INC., a California corporation (the "Assignor") and 24 HOUR FITNESS ACQUISITION CORP., a California corporation (the "Assignee").

WHEREAS, the Assignor has adopted and used the trademark listed below and has made application to register the mark with the United States Patent and Trademark Office (the "Trademark"); and

WHEREAS, the Assignee wishes to acquire all of Assignor's rights in and to the Trademark and the good will associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Trademark and the registration thereof together with the good will of the business which is symbolized by the Trademark and with the right to recover for damages and profits and all other remedies for past infringements thereof.

Trademark	Application Serial Number	Filing Date
APEX TRAINING SYSTEM and design	75/849815	November 16, 1999

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first given above.

"Assignor"

APEX FITNESS, INC.,
a California corporation

By: _____

Neal Spruce, President

"Assignee"

24 HOUR FITNESS ACQUISITION CORP.,
a California corporation

By: _____

Anthony J. Bakos II, Secretary

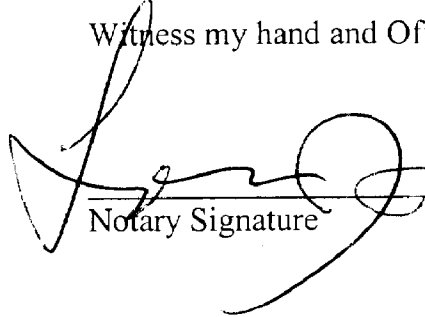
[ACKNOWLEDGMENT ON NEXT PAGE]

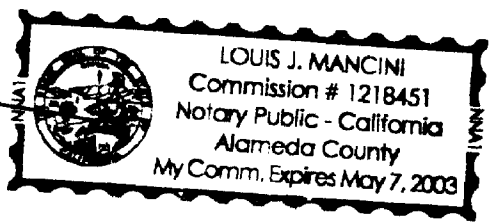
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
County of Alameda) ss.

On 9-27-00 before me, Louis J. Mancini, a Notary Public in and for said State, personally appeared NEAL SPRUCE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is sub-scribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed the instrument. Assignment of TRADEMARK 75/849815

Witness my hand and Official Seal. (Seal)

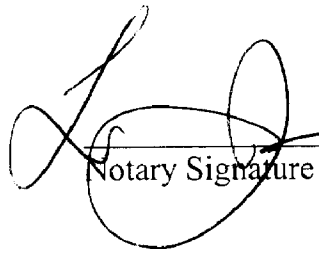

Notary Signature

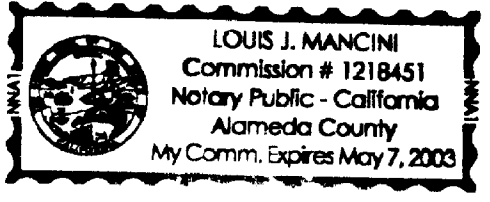


STATE OF CALIFORNIA)
County of Alameda) ss.

On 9-27-00 before me, Louis J. Mancini, a Notary Public in and for said State, personally appeared Anthony J. Bakus personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is sub-scribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed the instrument. Assignment of Trademark 75/849815

Witness my hand and Official Seal. (Seal)


Notary Signature



ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made effective as of October 1, 2000, by and between APEX FITNESS, INC., a California corporation, (the "Assignor") and 24 HOUR FITNESS ACQUISITION CORP., a California corporation, (the "Assignee").

WHEREAS, the Assignor has adopted and used the trademark listed below and has made application to register the mark with the United States Patent and Trademark Office (the "Trademark"); and

WHEREAS, the Assignee wishes to acquire all of Assignor's rights in and to the Trademark and the good will associated therewith.

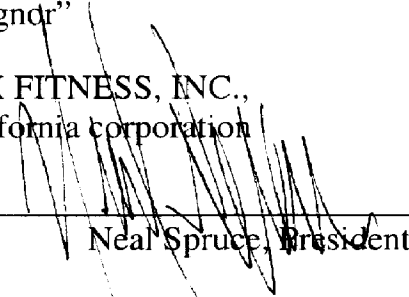
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Trademark and the registration thereof together with the good will of the business which is symbolized by the Trademark and with the right to recover for damages and profits and all other remedies for past infringements thereof.

Trademark	Application Serial Number	Filing Date
APEX FITNESS GROUP and design	75/849816	November 16, 1999

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first given above.

"Assignor"

APEX FITNESS, INC.,
a California corporation

By: 
Neal Spruce, President

"Assignee"

24 HOUR FITNESS ACQUISITION CORP.,
a California corporation

By: 
Anthony J. Bakos II, Secretary

[ACKNOWLEDGMENT ON NEXT PAGE]

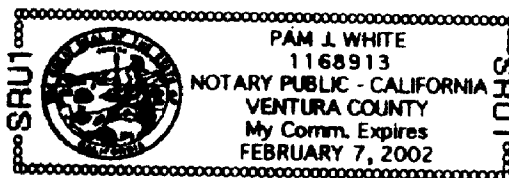
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
County of Ventura)

On Oct 12, 2000 before me, Pam J. White, a Notary Public in and for said State, personally appeared Nena Sprule, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is sub-scribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed the instrument.

Witness my hand and Official Seal. (Seal)

Pam J. White
Notary Signature



STATE OF CALIFORNIA)
) ss.
County of _____)

On Oct. 25, 2000 before me, Roxanne K. Castillo, a Notary Public in and for said State, personally appeared Anthony J. Bakos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is sub-scribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed the instrument.

Witness my hand and Official Seal. (Seal)

Roxanne K. Castillo
Notary Signature

ASSIGNMENT OF TRADEMARK

Trademark: APEX (Service Mark)
Registration No: 1,957,293
Date of Reg.: 2/20/1996
Class No. Intl. Cl. 42

ASSIGNOR: APEX FITNESS, INC.
(California corporation)
1526 14th Street, Suite 101
Santa Monica, CA 90404

ASSIGNEE: 24 HOUR FITNESS ACQUISITION CORP.
(California corporation)
123 Hodencamp Road, Suite 204
Thousand Oaks, CA 91360

AGREEMENT made this 31st day of August, 2000, by and between Apex Fitness, Inc., hereafter referred to as AAssignor,@ and 24 Hour Fitness Acquisition Corp., hereafter referred to as AAssignee.@

Recital

1. Assignor is the owner of the servicemark APEX, which is registered with the United States Patent and Trademark Office as registration number 1,957,293, registered February 20, 1996. A true and correct copy of the registration certificate is attached hereto as Exhibit AA.@

Transfer of Trademark

2. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor=s interest in the APEX servicemark number 1,957,293 registered February 20, 1996, and its registration, together with all rights to secure renewals, reissues, extensions of the trademark, and that part of the goodwill of Assignor=s business connected with the use of and symbolized by the APEX servicemark.

Representations and Warranties of Assignor

3. Assignor hereby covenants, warrants, and represents to Assignee that:

(a) Assignor is the sole owner of and has the exclusive right to use the APEX servicemark free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the APEX servicemark which is in conflict with this agreement.

(b) Except as specified in Paragraph 1 of this Agreement, no other trademark has been effected, nor has any other registration relating to trademark protection been made with respect to the APEX servicemark.

(c) Assignor agrees to authorize and direct its officers to make and execute any instrument and perform any legal act that Assignee may think necessary to secure the trademark, or any renewal or extension of the trademark.

(d) Each of the covenants contained in this Paragraph 3 shall be deemed to be a separate covenant, representation, and warranty.

IN WITNESS WHEREOF, the parties have executed this agreement at Oakland, California on the day and year first above written.

ASSIGNOR:

APEX FITNESS, INC.

By: _____

NEAL SPRUCE
President

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

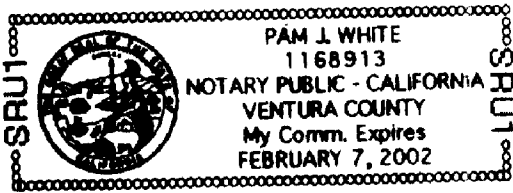
Acknowledgment

State of California)
County of Alameda *P. White*) SS
Ventura

On Oct. 12, 2000, before me, Pam J White,

personally appeared NEAL SPRUCE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Pam J. White
NOTARY PUBLIC

(seal)

ASSIGNMENT OF TRADEMARK

Trademark: *APEX FITNESS AND NUTRITION ANALYSIS SYSTEMS
& Design (Trademark)*
Registration No: 1,932,876
Date of Reg.: 11/7/1995
Class No. Intl. Cl. 5

ASSIGNOR: APEX FITNESS, INC.
(California corporation)
1526 14th Street, Suite 101
Santa Monica, CA 90404

ASSIGNEE: 24 HOUR FITNESS ACQUISITION CORP.
(California corporation)
123 Hodencamp Road, Suite 204
Thousand Oaks, CA 91360

AGREEMENT made this 31st day of August, 2000, by and between Apex Fitness, Inc., hereafter referred to as AAssignor,@ and 24 Hour Fitness Acquisition Corp., hereafter referred to as AAssignee.@

Recital

1. Assignor is the owner of the trademark APEX, which is registered with the United States Patent and Trademark Office as registration number 1,932,876, registered November 7, 1995. A true and correct copy of the registration certificate is attached hereto as Exhibit AA.@

Transfer of Trademark

2. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor=s interest in the APEX trademark number 1,932,876 registered November 7, 1995, and its registration, together with all rights to secure renewals, reissues, extensions of the trademark, and that part of the goodwill of Assignors business connected with the use of and symbolized by the APEX trademark.

Representations and Warranties of Assignor

3. Assignor hereby covenants, warrants, and represents to Assignee that:

(a) Assignor is the sole owner of and has the exclusive right to use the APEX trademark free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the APEX trademark which is in conflict with this agreement.

(b) Except as specified in Paragraph 1 of this Agreement, no other trademark has been effected, nor has any other registration relating to trademark protection been made with respect to the APEX trademark.

(c) Assignor agrees to authorize and direct its officers to make and execute any instrument and perform any legal act that Assignee may think necessary to secure the trademark, or any renewal or extension of the trademark.

(d) Each of the covenants contained in this Paragraph 3 shall be deemed to be a separate covenant, representation, and warranty.

IN WITNESS WHEREOF, the parties have executed this agreement at Oakland, California on the day and year first above written.

ASSIGNOR:

APEX FITNESS, INC.

By: _____

NEAL SPRUCE
President

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

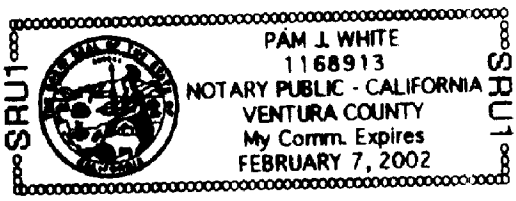
Acknowledgment

State of California)
) *Pu*) ss
County of **Alameda**)
)
 Ventura

On *Oct. 12, 2000*, before me, *Pam J White*,

personally appeared **NEAL SPRUCE**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Pam J. White

NOTARY PUBLIC

(seal)