02-10-2004

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/20

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Apex Fitness, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, as Collateral Agent
Internal Address:
Street Address: 270 Park Ave.
City: New York State: NY Zip: 10017

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State New York
- [ ] Other

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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: January 20, 2004

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

A. Trademark Application No.(s)
SEE SCHEDULES 1-A AND 1-B ATTACHED HERETO

B. Trademark Registration No.(s)
SEE SCHEDULES 1-A AND 1-B ATTACHED HERETO

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope Agodoa
Internal Address: Federal Research Corporation
Street Address: 1030 15th Street, NW
Suite 920
City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41).....$665.00

- [ ] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Danielle Schieber — Name of Person Signing
Danielle Schieber — Signature
1/20/04 — Date

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

02/11/2004 LMUELLER 00000044 2765270
01 FC:8521 40.00 OP
02 FC:8522 625.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Apex Fitness, Inc.:

Mark	Registration No.	
Accidental Exerciser	2,765,270	1
Accidental Exerciser	2,762,569	2
Accidental Exerciser	2,762,568	3
Accidental Exerciser	2,762,567	4
Apex Fitness and Nutrition Analysis Systems (& Design)	1,932,876	5
Apex Fitness Group and Design	2,702,445	6
Apex Fitness Group and Design	2,702,444	7
Apex Fitness Group and Design	2,703,428	8
Apex Training System (& Design)	2,701,627	9
Ergogen Labs	2,475,729	10
Ergogen Labs (& Design)	2,484,996	11
Ergogen Labs (& Design)	2,715,551	12
TDR	2,521,827	13

[[NYCORP:2347688v1:4443A:01/14/04--09:53 a]]

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Apex Fitness, Inc.:

Mark	Application No.	
Apex Fit	78,255,331	14
Apex Fitness Group Virtual Gym	76,091,504	15
Apex Fitness Group Virtual Gym (& Design)	76,901,509	16
Apex Fix	78,255,339	17
Apex Fix	78,255,360	18
Apex Lean	78,255,358	19
Apex Max	78,255,352	20
BCAA Recovery	76,383,823	21
Ergogen Labs (& Design)	76,422,069	22
New Apex Logo	78,346,264	23
T2	76,242,939	24
T2 Lean	76,255,462	25
TDR	76,066,969	26

[[NYCORP:2347691v1:4443A:01/14/04--09:55 a]]

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of January [20], 2004, is executed by the parties listed on Annex A hereto (each a "Debtor" and collectively, the "Debtors"), in favor of JPMORGAN CHASE BANK, in its capacity as Collateral Agent (the "Secured Party").

A. Reference is made to the US Guarantee and Collateral Agreement, dated as of December 1, 2003 (the "Collateral Agreement"), by and between 24 Hour Fitness Worldwide, Inc., each Domestic Subsidiary Credit Party identified therein and the Secured Party. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Collateral Agreement.

B. Each Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered in such Debtor's name or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. This Grant of Security Interest is intended to amend and restate the prior Grant of Security Interest dated as of November 26, 2003 between the Debtors and Secured Party.

D. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which each Debtor has any right, title, interest, claim or demand. After the date of the Collateral Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtors shall provide written notice to the Secured Party, in accordance with the provisions of the Collateral Agreement, of any addition or change that is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedule's completeness or accuracy, and, further, Debtors shall provide such notice to the Secured Party promptly following the date of any event that is the basis for such addition or change.

E. Each Debtor hereby grants to the Secured Party a security interest in all right, title and interest of such Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Debtor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Agreement.

The Secured Party's address is:

JPMorgan Chase Bank
270 Park Avenue
New York, NY 10017

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TRADEMARK
REEL: 002910 FRAME: 0752

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

24 HOUR FITNESS INTERNATIONAL, INC.,

By: _____

Name: Anthony J. Bakos

Title: Secretary

24 HOUR FITNESS UNITED STATES, INC.,

By: _____

Name: Anthony J. Bakos II

Title: Secretary

24 HOUR FITNESS USA, INC.,

By: _____

Name: Anthony J. Bakos II

Title: Secretary

24 HOUR FITNESS WORLDWIDE, INC.,

By: _____

Name: Anthony J. Bakos II

Title: Secretary

TRADEMARK
REEL: 002910 FRAME: 0753

APEX FITNESS, INC.,

By: _____

Name: Anthony J. Bakosy

Title: Secretary

Q CLUBS INC.,

By: _____

Name: Anthony J. Bakosy

Title: Secretary

SPORTS & FITNESS CLUBS OF AMERICA, INC.,

By: _____

Name: Anthony J. Bakosy

Title: Secretary

TRADEMARK
REEL: 002910 FRAME: 0754

ANNEX A

24 HOUR FITNESS INTERNATIONAL, INC.
24 HOUR FITNESS UNITED STATES, INC.
24 HOUR FITNESS USA, INC.
24 HOUR FITNESS WORLDWIDE, INC.
APEX FITNESS, INC.
Q CLUBS INC.
SPORTS & FITNESS CLUBS OF AMERICA, INC.

TRADEMARK
REEL: 002910 FRAME: 0755

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

24 Hour Fitness USA, Inc.:

Mark	Registration No.
24 Hour Equipment & Design (trademark)	2,375,100
24 Hour Fitness & Design (Corporate Logo) (Trademark, Service Mark)	2,395,501
24 Hour Fitness Active	2,684,457
24 Hour Fitness and Design (color) (Service Mark)	2,477,323
24 Hour Fitness Mark	2,130,895
24 Hour Fitness Sport & Design (Service Mark)	2,511,877
24 Hour Fitness Sport (Service Mark)	2,499,844
24 Hour Fitness Team Sports and Design (new logo)	2,746,286
24 Hour Group X Exercise & Design (Service Mark)	2,452,556
24 Hour Team Sports (Service Mark)	2,445,891
24CYCLE	2,766,955
24HILO	2,782,034
24HourFitness.com (Service Mark)	2,395,153

[[NYCORP:2343944v2:4443A:01/14/04--09:59 a]]

Mark	Registration No.
24STEP	2,782,033
CARDIOXTRA	2,766,954
Change A Life	2,486,093
DOUBLE-UP XTRA	2,786,639
Family Fitness Centers (Service Mark, words)	1,659,143
FIT:PERKS	2,785,019
Fuel Station (Service Mark)	2,610,698
Group X (Service Mark)	2,350,909
GROUP XPEDITION	2,769,358
Hart's (Service Mark)	2,471,756
Hart's Athletic Clubs (Design)	2,561,394
Hart's Athletic Clubs (Service Mark)	2,471,757
It's The Way We Make You Feel	2,644,200
New Corporate Logo	2,549,894
New Corporate Logo	2,633,150
Q 4 Kids	2,307,330
Q The Sports Club	2,281,000
Q The Sports Club	2,315,591
re: fresh a day spa (stylized) (service mark)	2,474,429
Sporting Club by 24 Hour Fitness & Design (Service Mark)	2,401,933

Mark	Registration No.
Sporting Club by 24 Hour Fitness (Service Mark)	2,453,165
STEPXTRA	2,764,465
TEAMSPORTS	2,734,724
Twenty Four 24 Hour 5 Components to Fitness & Design (Service Mark)	2,438,137
U 24 Hour Twenty Four Hour Fitness University & Design (Service Mark)	2,525,659

Apex Fitness, Inc.:

Mark	Registration No.
Accidental Exerciser	2,765,270
Accidental Exerciser	2,762,569
Accidental Exerciser	2,762,568
Accidental Exerciser	2,762,567
Apex Fitness and Nutrition Analysis Systems (& Design)	1,932,876
Apex Fitness Group and Design	2,702,445
Apex Fitness Group and Design	2,702,444
Apex Fitness Group and Design	2,703,428
Apex Training System (& Design)	2,701,627
Ergogen Labs	2,475,729

Mark	Registration No.
Ergogen Labs (& Design)	2,484,996
Ergogen Labs (& Design)	2,715,551
TDR	2,521,827

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

24 Hour Fitness USA, Inc.:

Mark	Application No.
24 Hour & Design (Ball Logo)	75,161,148
24 Hour Fitness Express	78,304,368
24 Hour Fitness Quik Stop	78,304,360
24 Hour Fitness Ultra Sport	76,200,767 (204-252-US)
24SPLASH	78,193,632
ABXPRESS	78,193,601
Fuel Up	78,255,449
LEGXPRESS	78,193,621
Quik Stop	78,304,362
STEPXPRESS	78,193,623
XPRESS ZONE	78,319,276

Apex Fitness, Inc.:

Mark	Application No.
Apex Fit	78,255,331
Apex Fitness Group Virtual Gym	76,091,504
Apex Fitness Group Virtual Gym (& Design)	76,901,509

Mark	Application No.
Apex Fix	78,255,339
Apex Fix	78,255,360
Apex Lean	78,255,358
Apex Max	78,255,352
BCAA Recovery	76,383,823
Ergogen Labs (& Design)	76,422,069
New Apex Logo	78,346,264
T2	76,242,939
T2 Lean	76,255,462
TDR	76,066,969