

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bally Total Fitness Holding Corporation		01/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Crunch CFI, LLC		
Street Address:	11 East 26th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2402805	LIFE IS HARD BEAT IT UP	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2617		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.994.2617		
Email:	jay.johnston@dechert.com		
Correspondent Name:	James J. Johnston, Dechert LLP		
Address Line 1:	Cira Centre		
Address Line 2:	2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
NAME OF SUBMITTER:	James J. Johnston		
Signature:	/James J. Johnston/		
Date:	02/01/2006		

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Total Attachments: 3
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MARKS ASSIGNMENT

THIS ASSIGNMENT is dated as of January 20, 2006, and is made from Bally Total Fitness Holding Corporation, a Delaware corporation ("Assignor"), to Crunch CFI, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted and used and is using in commerce the marks set forth in the attached Schedule 1 (collectively, the "Marks");

WHEREAS, pursuant to that certain Purchase Agreement (the "Purchase Agreement"), dated as of September 16, 2005, as amended on December 19, 2005 and January 20, 2006, by and among Bally Total Fitness Corporation, Bally Total Fitness Holding Corporation, Crunch Fitness International, Inc., Health & Tennis Corporation of New York, Bally Total Fitness of Greater New York, Inc. (f/k/a Jack La Lanne Fitness Centers, Inc.), Soho Ho LLC, Crunch L.A. LLC, 708 Gym LLC, West Village Gym at the Archives LLC, 59th Street Gym LLC, Flambe LLC, Ace, LLC, Crunch World LLC, Crunch CFI, LLC, and AGT Crunch Acquisition LLC, Assignee is acquiring the portion of Assignor's businesses to which the Marks pertain; and

WHEREAS, the Purchase Agreement contemplates that Assignee shall acquire from Assignor, and Assignor shall transfer to Assignee, said Marks and the goodwill associated with such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's rights, title and interests in and to the Marks including: all registrations and applications for registration thereof, if any; the goodwill of the business symbolized by the Marks; all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past or future infringement of said Marks; and all records and files relating to said Marks.

This Marks Assignment will be governed by the laws of the State of New York without regard to its conflicts of laws principles.

Capitalized terms used herein and not defined have the meanings set forth in the Purchase Agreement.

Assignor shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of him by Assignee to carry out and fulfill the purposes and intent of this Marks Assignment. Assignee shall reimburse Assignor for any out-of-pocket expenses incurred by Assignor in complying with this provision.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Marks Assignment under seal as of the date first set forth above.

BALLY TOTAL FITNESS HOLDING CORPORATION (ASSIGNOR)

By: [Signature]
Name: **William Fanelli**
Title: **SENIOR VICE PRESIDENT**

THE STATE OF ILLINOIS

County of Cook

This instrument was executed before me on this 20th day of Jan. 2006, by William G. Fanelli the Sr. Vice Pres. (title) of Bally Total Fitness Holding Corporation, a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for
The State of Illinois



Susan M. Winter
Printed or Typed Name of Notary
My Commission Expires 8-29-06

CRUNCH CFI, LLC (ASSIGNEE)

By: [Signature]
Name: **William Fanelli**
Title: **SENIOR VICE PRESIDENT**

THE STATE OF ILLINOIS

County of Cook

This instrument was executed before me on this 20th day of Jan. 2006, by William G. Fanelli the Sr. Vice Pres. (title) of Crunch CFI, LLC, a Delaware limited liability company, on behalf of said corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for
The State of Illinois



Susan M. Winter
Printed or Typed Name of Notary
My Commission Expires 8-29-06

[Signature Page to Bally Total Fitness Holding Corporation Trademark Assignment Agreement]

SCHEDULE 1

to

MARKS ASSIGNMENT

Assignor	Application Number	Registration Number	Country	Trademark
Gorilla-Related Marks				
Bally Total Fitness Holding Corporation		2,402,805	USA	Life is Hard Beat it UP
Bally Total Fitness Holding Corporation		50,160	USA (California)	Gorilla Sports
Bally Total Fitness Holding Corporation		50,161	USA (California)	Gorilla Sports and Design
Bally Total Fitness Holding Corporation	1404128	001404128	European Union	Gorilla Sports
Bally Total Fitness Holding Corporation	1892504	001892504	European Union	Gorilla Sports and Design