TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2967 Frame 0379)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		01/20/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Crunch Fitness International, Inc.
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2643475	CRUNCH
Registration Number:	1949705	CRUNCH
Registration Number:	1942852	CRUNCH
Registration Number:	1968967	CRUNCH
Registration Number:	1942705	CRUNCH
Registration Number:	2510773	CRUNCH
Registration Number:	2079601	CRUNCH
Registration Number:	2053516	CRUNCH
Registration Number:	2157073	CRUNCH
Registration Number:	1809668	CRUNCH
Registration Number:	2412724	CRUNCH
Registration Number:	1856269	CRUNCH GEAR
Registration Number:	1815978	CRUNCH GEAR

OP $615.00 2643475

Registration Number:	2721752	CRUNCH RADIO
Registration Number:	2035571	NO JUDGEMENTS
Registration Number:	2888635	RUFF YOGA
Serial Number:	78361203	CARDIO PARTY MIX
Serial Number:	76608732	CRUNCH
Serial Number:	78352588	CRUNCH CHISEL
Serial Number:	76607092	CRUNCH CORPORATE SERVICES
Serial Number:	78251014	CRUNCH EXPRESS
Serial Number:	78405476	CRUNCH EXPRESS ON-THE-GO
Serial Number:	78355880	CRUNCH HARD CORE FUSION
Serial Number:	78477046	CRUNCH TRAINER

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

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Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509203/0069
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/06/2006

Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK RIGHTS

TERMINATION AND RELEASE, dated as of January 20, 2006, from JPMorgan Chase Bank, N.A., a national banking association, with its principal place of business located at P.O. Box 2558, Houston, Texas 77252, as Collateral Agent ("Agent") for certain banks and other financial institutions (the "Lenders"), to Crunch Fitness International, Inc., a Delaware corporation (the "Grantor"), a subsidiary of Bally Total Fitness Holding Corporation, a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 18, 1997, as amended and restated as of October 14, 2004, made by the Borrower and certain of its subsidiaries, including the Grantor, in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of October 14, 2004, among the Agent and the Grantor (the "Security Agreement"), the Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 2, 2004, at Reel 002967 and Frame 0379; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in specific Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JP MORGAN CHASE BANK, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

BARRY BERGMAN
MANAGING DIRECTOR

509203-0069-10657-NY02.2498567

STATE OF New York)
)
COUNTY OF New York) ss.:

On this 17th day of January, 2006, before me personally appeared Barry Bergman to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.

Edeline C. Adderley
Notary Public

(Affix Seal Below)

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2006

509203-0069-10657-NY02.2498567

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REGISTRATION OR SERIAL NUMBER
CRUNCH	2,643,475
CRUNCH	1,949,705
CRUNCH	1,942,852
CRUNCH AND DESIGN	1,968,967
CRUNCH AND DESIGN	1,942,705
CRUNCH AND DESIGN	2,510,773
CRUNCH AND DESIGN	2,079,601
CRUNCH AND DESIGN	2,053,516
CRUNCH AND DESIGN	2,157,073
CRUNCH AND DESIGN	1,809,668
CRUNCH AND DESIGN	2,412,724
CRUNCH GEAR	1,856,269
CRUNCH GEAR	1,815,978
CRUNCH RADIO	2,721,752
NO JUDGEMENTS	2,035,571
RUFF YOGA	2,888,635
CARDIO PARTY MIX	78/361,203
CRUNCH AND DESIGN	76/608,732
CRUNCH CHISEL	78/352,588
CRUNCH CORPORATE SERVICES AND DESIGN	76/607,092
CRUNCH EXPRESS	78/251,014
CRUNCH EXPRESS ON-THE-GO	78/405,476
CRUNCH HARD CORE FUSION	78/355,880
CRUNCH TRAINER AND DESIGN	78/477,046