

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Reg. No. 2052953 PRINCE P logo previously recorded on Reel 003065 Frame 0252. Assignor(s) hereby confirms the Security Agreement was inadvertently recorded against Reg. No. 2052953. Record should be corrected..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gold's Gym Licensing LLC		10/01/2004	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A. as Administrative Agent
<b>Street Address:</b>	901 Main Street, 67th Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	Association- National Banking:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2052953	PRINCE P

**CORRESPONDENCE DATA**

Fax Number: (312)236-7516  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312/368-4000  
 Email: ch.tm@dlapiper.com  
 Correspondent Name: Mark I. Feldman  
 Address Line 1: P. O. Box 64807  
 Address Line 4: Chicago, ILLINOIS 60664-0807

<b>ATTORNEY DOCKET NUMBER:</b>	305048-1
<b>NAME OF SUBMITTER:</b>	Mark I. Feldman

CH \$40.00 2052953

Signature:

/Mark Feldman/

Date:

02/15/2006

**Total Attachments: 3**

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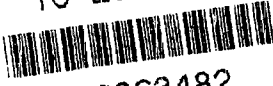
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10-20-2004

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORD  
TRA



102863482

10/5/04

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):  
Gold's Gym Licensing LLC

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

Citizenship (see guidelines) Delaware

Execution Date(s) October 1, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A. as Administrative Agent

Internal Address:

Street Address: 901 Main Street, 67th Floor

City: Dallas

State: Texas

Country: US

Zip: 75202

Association Citizenship National Banking

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)  
78/268,687

B. Trademark Registration No.(s)  
1,203,098

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sanford E. Warren, Jr.

Internal Address: Winstead Sechrest & Minick P.C.

Street Address: P.O. Box 50784

City: Dallas

State: Texas Zip: 75201

Phone Number: 214.745.5710

Fax Number: 214.745.5890

Email Address: swarren@winstead.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 840.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 23-2426

Authorized User Name Sanford E. Warren, Jr.

9. Signature:

Signature

Date

Sanford E. Warren, Jr.

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

102

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/19/2004 EDDOPER 00000127 78268687

01 FC:8521

40.00 OP

02 FC:8522

800.00 OP

Express Mail No. EV 50727273505

TRADEMARK  
REEL: 003065 FRAME: 0252

TRADEMARK  
REEL: 003247 FRAME: 0751

**ATTACHMENT TO RECORDATION FORM FOR SECURITY AGREEMENT  
BETWEEN**

**BANK OF AMERICA N.A. and GOLD'S GYM LICENSING LLC**

<b>Trademark Name</b>	<b>Class</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>PENDING APPLICATIONS</b>					
It All Starts Here	25	78/472461	8/24/04		
It All Starts Here	41	78/472465	8/24/04		
Results for Every Body	41	78/472472	8/24/04		
Reps	41	78/472477	8/24/04		
Body Success	05	78/480762	9/9/04		
Body Success	41	78/480764	9/9/04		
<b>REGISTERED TRADEMARKS</b>					
Gold's Gym	28	73/259566	4/25/80	1210685	9/28/82
Gold's Gym	05	73/259617	4/25/80	1211211	10/5/82
Gold's Gym	25	73/259889	4/28/80	1214046	10/26/82
The Mecca of Bodybuilding	41	73/405302	12/9/82	1312678	1/1/85
Gold's	05, 25	73/575041	12/23/85	1402824	7/29/86
Gold's	41	73/575077	12/23/85	1404419	8/5/86
Gold's	25	73/758131	10/17/88	1543662	6/13/89
Gold's Gym	16	73/781077	2/16/89	1564470	11/7/89
New Man Design	41	74/354542	2/1/93	1835743	5/10/94
Gold's Gym and New Man Design	41	74/354098	2/1/93	1845939	7/19/94
Gold's Gym and New Man Design	25	74/656423	4/5/95	1968266	4/16/96
Old Man Design	25	74/659408	4/4/95	2002430	9/24/96
Gold's Gym	28	74/690375	6/19/95	2052953	4/22/97
New Man Design	18, 25	74/690387	6/19/95	2062562	5/20/97
New Man Design	28	74/690378	6/19/95	2068399	6/10/97
Gold's Gym	18, 25	74/690386	6/19/95	2068400	6/10/97
New Man Design	28	74/701270	7/14/95	2096382	9/16/97
Serious Fitness	25	75/286592	5/5/97	2167409	6/23/98
Serious Fitness for Every Body	25	75/286598	5/5/97	2167410	6/23/98
Serious Fitness for Every Body	41	75/284947	5/1/97	2212364	12/22/98
Serious Fitness for Every Body	28	75/286599	5/5/97	2212372	12/22/98
Serious Fitness	28	75/286597	5/5/97	2218229	1/19/99
New Man Design	09	75/511407	6/30/98	2272118	8/24/99
Serious Fitness for Every Body	25	75/530952	7/30/98	2297838	12/7/99
Gold's Gym	09	75/511408	6/30/98	2307166	1/11/00

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25690-716 10/13/2004

**TRADEMARK  
REEL: 003065 FRAME: 0253**

**TRADEMARK  
REEL: 003247 FRAME: 0752**

## SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of October 1, 2004, made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), in favor of Bank of America, N.A., as Administrative Agent ("Administrative Agent"), for the ratable benefit of each Secured Lender (as hereinafter defined) (the Administrative Agent, in said capacity, herein also referred to, from time to time, as the "Secured Party").

### BACKGROUND.

A. Bank of America, N.A., as the Administrative Agent, Swing Line Lender and L/C Issuer, the Lenders party thereto, and GGI Holdings, LLC, a Delaware limited liability company (the "Borrower"), entered into the Credit Agreement dated as of October 1, 2004, (said Credit Agreement, as it may be amended, restated, extended, supplemented or otherwise modified in writing from time to time, being the "Credit Agreement"). Capitalized terms not defined herein but defined therein being used herein as therein defined.

B. It is the intention of the parties hereto that this Agreement create a first priority security interest in property of the Grantors in favor of the Secured Party for the ratable benefit of the Secured Lenders securing the payment and performance of the Secured Obligations.

C. It is a condition precedent to effectiveness of the Credit Agreement that the Grantors shall have executed and delivered this Agreement.

### AGREEMENT.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce certain of the Secured Lenders to make the Loans and the L/C Issuer to issue Letters of Credit under the Credit Agreement and to extend other credit accommodations under the Loan Documents, each Grantor hereby agrees with the Secured Party, for the ratable benefit of the Secured Lenders, as follows:

### ARTICLE I

#### DEFINITIONS

1.1. Definitions. For purposes of this Agreement:

"Accession" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an accession (as defined in the UCC), and (whether or not included in that definition), a good that is physically united with another good in such a manner that the identity of the original good is not lost.

"Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account (as defined in the UCC), and (whether or not included in such definition), a right to payment of a monetary obligation,