

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crunch Fitness International, Inc.		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: 2			
Property Type	Number	Word Mark	
Serial Number:	78361203	CARDIO PARTY MIX	
Serial Number:	78745507	STILETTO STRENGTH	
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, 2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
NAME OF SUBMITTER:	James J. Johnston		
Signature:	/James J. Johnston/		
Date:	03/14/2006		

Total Attachments: 5

900044166

**TRADEMARK
 REEL: 003268 FRAME: 0234**

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MARKS ASSIGNMENT

THIS ASSIGNMENT is dated as of January 20, 2006, and is made from Crunch Fitness International, Inc., 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.

**CRUNCH FITNESS INTERNATIONAL, INC.
(ASSIGNOR)**

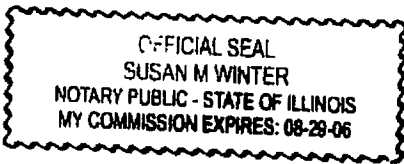
By: Mcelli
Name: **William Fanelli**
Title: **SENIOR VICE PRESIDENT**

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 Fitness International, Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.



Susan M Winter
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: Mcelli
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.



Susan M Winter
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 Crunch Fitness International, Inc. Trademark Assignment Agreement]

SCHEDULE 1

to

MARKS ASSIGNMENT

Assignor	Application Number	Registration Number	Country	Trademark
Crunch-Related Marks				
Crunch Fitness International, Inc. ("Crunch")	2088650	169171	Argentina	Crunch and Design
Crunch	675156	675156	Australia	Crunch and Design
Crunch	1257/97	TM22438	Bahrain	Crunch and Design
Crunch	818977108	818977108	Brazil	Crunch and Design
Crunch	BRU/27861	A23987	Brunei	Crunch and Design
Crunch	384105	506809	Chile	Crunch and Design
Crunch	384104	553773	Chile	Crunch and Design
Crunch	95064170	937453	China P.R.	Crunch and Design
Crunch	970055661	1203886	China P.R.	Crunch and Design
Crunch	97033540	204721	Colombia	Crunch and Design
Crunch	97033543	205068	Colombia	Crunch and Design
Crunch	000062083	000062083	Community	Crunch and Design
Crunch	79385	5663-98	Ecuador	Crunch and Design
Crunch	39543383.5	39543383	Germany	Crunch and Design
Crunch	395 51 099.6	395 51 099	Germany	Crunch and Design
Crunch	13218 OF 1995	1455/1997	Hong Kong	Crunch and Design
Crunch	96 14278	199812106	Hong Kong	Crunch and Design
Crunch	7663318	Pending	India	Crunch and Design
Crunch	D97 7822	409088	Indonesia	Crunch and Design
Crunch	J97-7821	409084	Indonesia	Crunch and Design
Crunch	101301	101301	Israel	Crunch and Design
Crunch	102377	102377	Israel	Crunch and Design
Crunch	39112	42325	Kuwait	Crunch and Design
Crunch	96/15565	-	Malaysia	Crunch and Design
Crunch	229840	517636	Mexico	Crunch and Design
Crunch	292646	552470	Mexico	Crunch and Design
Crunch	695811	Pending	Mexico	Crunch
Crunch	40066	442/38	Saudi Arabia	Crunch and Design
Crunch	S/409/97	T97/00409D	Singapore	Crunch and Design
Crunch	S/12042/95	12042/95	Singapore	Crunch and Design
Crunch	97/09148	97/09148	South Africa	Crunch and Design
Crunch	95-17511	358939	South Korea	Crunch and Design
Crunch	96-41178	386822	South Korea	Crunch and Design
Crunch	96-14419	44369	South Korea	Crunch and Design
Crunch	84-021584	736124	Taiwan	Crunch and Design
Crunch	86-032693	103253	Taiwan	Crunch and Design
Crunch	340351	KOR77219	Thailand	Crunch and Design
Crunch	22989	18306	United Arab	Crunch and Design
Crunch	75/837,473	2,643,475	USA	Crunch
Crunch	75/848,229	2,721,752	USA	Crunch Radio
Crunch	75/975,013	1,968,967	USA	Crunch & Design
Crunch	74/619,574	1,942,705	USA	Crunch and Design

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Crunch	75/975,013	1,968,967	USA	Crunch & Design
Crunch	74/619,574	1,942,705	USA	Crunch and Design

<u>Assignor</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>	<u>Trademark</u>
Crunch	74/560,646	1,949,705	USA	Crunch
Crunch	75/266,752	2,510,773	USA	Crunch and Design
Crunch	74/563,560	2,079,601	USA	Crunch and Design
Crunch	74/719,955	2,053,516	USA	Crunch and Design
Crunch	74/361,362	1,856,269	USA	Crunch Gear
Crunch	74/361,404	1,815,978	USA	Crunch Gear
Crunch	75/068,127	2,035,571	USA	No Judgments
Crunch	74/540,451	2,157,073	USA	Crunch and Design
Crunch	74/363,506	1,809,668	USA	Crunch and Design
Crunch	75/081,960	2,412,724	USA	Crunch and Design
Crunch	74/627,570	1,942,852	USA	Crunch
Crunch	78/251,014	Pending	USA	Crunch Express
Crunch	76/541,034	2,888,635	USA	Ruff Yoga
Crunch	78/352,588	Pending	USA	Crunch Chisel
Crunch	78/355,880	Pending	USA	Crunch Hard Core Fusion
Crunch	78/405,476	Pending	USA	Crunch Express On-The-Go
Crunch	78/477,046	Pending	USA	Crunch Trainer and Design
Crunch	76/608,732	Pending	USA	Crunch and Design
Crunch	76/607,092	Pending	USA	Crunch Corporate Services and Design
Crunch	76/611,442	Pending	USA	Crunch
Crunch	78/361,203	Pending	USA	Cardio Party Mix
Crunch	78/745,507	Pending	USA	Stiletto Strength
Crunch	10888-1997	S012092	Venezuela	Crunch and Design
Crunch	10887-1997	P218731	Venezuela	Crunch and Design