

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Fitness Store, Inc.		04/17/2006	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	InternetFitness.com, Inc.		
<b>Street Address:</b>	112 Gaither Drive		
<b>City:</b>	Mount Laurel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08054		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2294671	SMOOTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)864-9790		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-864-8222		
<b>Email:</b>	steffen@ballardspahr.com		
<b>Correspondent Name:</b>	Sally A. Steffen		
<b>Address Line 1:</b>	1735 Market Street		
<b>Address Line 2:</b>	51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Sally A. Steffen		
<b>Signature:</b>	/Sally A. Steffen/		
<b>Date:</b>	04/21/2006		

CH \$40.00 2294671

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is effective as of April 5, 2006 (the "Effective Date"), by and between The Fitness Store, Inc., a corporation organized and existing under the laws of the State of New Jersey, (hereinafter "Fitness NJ") and InternetFitness.com, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), its successors and assigns.

### WITNESSETH:

WHEREAS, Fitness NJ is a wholly owned subsidiary of the Company;

WHEREAS, Fitness NJ holds all right, title and interest in and to that certain trademark set forth on Schedule A (the "Mark"); and

WHEREAS, Fitness NJ desires to assign, transfer and convey to the Company all of its right, title and interest in and to the Mark.

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and intending to be legally bound hereby, Fitness NJ and the Company hereby agree as follows:

1. Fitness NJ hereby assigns, transfers and conveys to the Company all of Fitness NJ's right, title and interest worldwide in and to the Mark, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby.
2. The Company is to hold all right, title and interest in and to the Mark as fully and exclusively as it would have been held and enjoyed by Fitness NJ had the assignment in Section 1 not been made. Fitness NJ shall not contest the Company's ownership of the Mark, including in any claim, action, arbitration, suit, inquiry or proceeding.
3. This assignment shall also include all claims for damages by reason of past infringement of the Mark, if any, together with the right to sue for and collect the same for the sole use and benefit of the Company and its successors, assigns, or other legal representatives.

4. This Agreement shall be deemed effective as between the parties as of the Effective Date.

5. The parties agree to execute promptly such further documents as are necessary to transfer, vest, record and perfect good, valid and marketable title to the Mark in the Company. Fitness NJ hereby authorizes the Company to request the relevant government entity or agency, in each applicable country or jurisdiction, to record the Company as the assignee and owner of the Mark.

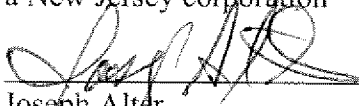
6. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the principles of conflicts of laws thereof).

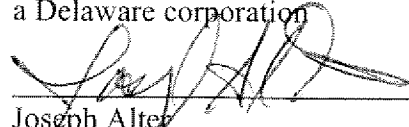
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IN WITNESS WHEREOF, this document is executed on behalf of each party by its duly authorized representative as of the date first above written.

THE FITNESS STORE, INC.  
a New Jersey corporation

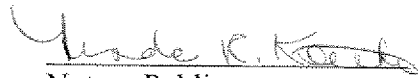
  
\_\_\_\_\_  
Joseph Alter  
President  
April 17, 2006

INTERNETFITNESS.COM, INC.  
a Delaware corporation

  
\_\_\_\_\_  
Joseph Alter  
President  
April 17, 2006

Commonwealth of Pennsylvania )  
 )  
County of Philadelphia )

Before me personally appeared said Joseph Alter and acknowledged that he is an authorized representative of The Fitness Store, Inc., a New Jersey corporation ("Fitness NJ"), that he has the authority to execute this Agreement on behalf of Fitness NJ and has acknowledged the foregoing instrument to be his/her free act and deed this 17th day of April, 2006.

  
Notary Public

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
LINDA KOETHE, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 10, 2008

Commonwealth of Pennsylvania )  
 )  
County of Philadelphia )

Before me personally appeared said Joseph Alter and acknowledged that he is an authorized representative of InternetFitness.com, Inc. (the "Company"), that he has the authority to execute this Agreement on behalf of the Company and has acknowledged the foregoing instrument to be his free act and deed this 17th day of April, 2006.

  
Notary Public

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
LINDA KOETHE, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 10, 2008

**SCHEDULE A**

**MARK**

<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
SMOOTH	2,294,671	November 23, 1999