

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5024 - 3

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):
L.A. Fitness International, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other CA limited liability Co.

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital
Internal Corporation, *assign*
Address: _____
Street Address: 500 W. Monroe
City: Chicago
State: IL
Country: USA Zip: 60661

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship DE
 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)

3. Nature of conveyance / Execution Date(s) :
Execution Date(s) May 1, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____

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: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: (312) 558-6352
Fax Number: (312) 558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240
 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 232428
Authorized User Name Laura Konrath

9. Signature: [Signature] Date: 5/10/06
Signature Date
Laura Konrath
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



CH \$240.00 232428 76604169

Schedule 1

*Continuation
Items*

TRADEMARKS

U.S. Trademark Registrations

MATER	TYPE	SERIAL NO.	REG. NO	REGISTRATION DATE	DESCRIPTION OF GOODS	DOCKET NO.
1 L.A. FITNESS	Use-Based	74/039,303	1,806,464	11/23/1993	Health club services (Class 041)	D-3081
2 LA FITNESS	Use-Based	75/665,303	2,326,358	3/7/2000	Health club services (Class 041)	D-7289
3 LA FITNESS	Use-Based	75/692,994	2,852,260	6/15/2004	Athletic sporting goods, namely knee pads for athletic use, athletic wrist supports, and weightlifting gloves and belts	D-7288
4 	Use-Based	76/493,465	2,902,071	11/9/2004	Health club services and personal training services, namely strength and conditioning training	03-11699
5 	Use-Based	76/977,729	3,007,720	October 18, 2005	Health club services, namely, providing equipment and facilities for physical exercise and personal physical fitness instruction in the areas of strength and conditioning	05-15747
6 LA WOMAN	Use-Based	75/608009	2323742	February 29, 2000	Health and fitness centers	
7 YOGABEAT	Use-Based	76/404335	2683477	February 4, 2003	Educational services, namely, conducting classes in the field of fitness, health and yoga	


Foreign Trademark Registrations

(see next page)

HOLDER MARK COUNTRY REGISTRATION NUMBER REGISTRATION DATE
 NONE

CHI:1707311.2

U.S. Trademark Applications

MATTER	TYPE	SERIAL NO.	DESCRIPTION OF GOODS	DOCKET NO.
EXERCISE YOUR OPTIONS	Intent-to-Use	76/604,169	Health club services and personal training services, namely strength and conditioning training	04-13801
 LA FITNESS	Intent-to-Use	76/492,088	Nutritional counseling	03-11665

Foreign Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
NONE				

Trademark Licenses

<u>LICENSED MARKS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
NONE			

CHI:1707311.2

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 1, 2006, is between L.A. Fitness International, LLC, a California limited liability company ("Debtor"), and General Electric Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Second Amended and Restated Security Agreement (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill

associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

L.A. FITNESS INTERNATIONAL, LLC

By: *Nathyn S. Pilon*

Title: CFO

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

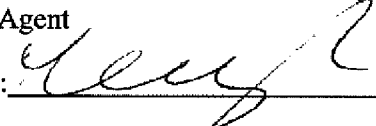
L.A. FITNESS INTERNATIONAL, LLC

By: _____

Title: _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____

Title: Michael P. King
Managing Director

*Signature Page to Trademark
Security Agreement*

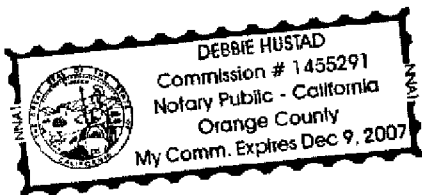
ACKNOWLEDGMENT

State of California)
County of Orange) ss.

On the date first set forth above before me personally appeared Kathy S. Polson who executed the foregoing instrument as the CFO of L.A. Fitness International, LLC, who being by me duly sworn, did depose and say that ~~he~~^{she} is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its sole member; and that ~~he~~^{she} acknowledged said instrument to be the free act and deed of said company.

{Seal}



Debbie Hustad
Notary Public



Schedule 1

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