

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
Trout & Zimmer		07/19/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gold's Gym Licensing LLC		
Street Address:	125 E. John Carpenter Freeway		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2668786	CHANGEYOURBODY/CHANGEYOURLIFE	
CORRESPONDENCE DATA			
Fax Number:	(312)236-7516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3123684000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	Mark I. Feldman		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	305048-30 TROUT/GOLD'S		
NAME OF SUBMITTER:	Mark I. Feldman		
Signature:	/mark i feldman/		
Date:	08/16/2006		

CH \$40.00 2668786

Total Attachments: 1
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ASSIGNMENT OF TRADEMARK


WHEREAS, TROUT & ZIMMER, a Delaware corporation, having its principal place of business at 3727 W. Magnolia Blvd., Suite 102, Burbank, California 91505 ("Assignor"), is the owner by assignment executed on July 14, 2006 and effective as of June 30, 2006, of the Trademark CHANGEYOURBODY/CHANGEYOURLIFE and the corresponding U.S. Trademark Reg. No. 2668786, registered on December 31, 2002 (the "Mark") and

WHEREAS, Assignor desires to assign the entire right, title and interest in and to the Mark and the corresponding Trademark Registration to Gold's Gym Licensing LLC, a Delaware limited liability company, having its principal place of business at 125 E. John Carpenter Fwy., Irving, Texas 75062, ("Assignee"), and Assignee desires to acquire the entire right, title and interest in, to and under the said Mark and the corresponding Trademark Registration;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under said Mark and Trademark Registration, together with the goodwill of the business symbolized by the Mark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment, effective as of June 30, 2006:

TROUT & ZIMMER

By: 
Name: KETH LIM
Title: PRINCIPAL
Date: 7/19/2006

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