

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelly Pioneer Group, Inc.		10/19/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	24 Hour Fitness USA, Inc.		
Street Address:	12647 Alcosta Boulevard, Suite 500		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76620507	THE LOOP	
CORRESPONDENCE DATA			
Fax Number:	(650)213-0260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-812-1326		
Email:	lfranco@manatt.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	1001 Page Mill Road, Building 2		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	23632-030-218		
NAME OF SUBMITTER:	Laura M. Franco, Esq.		
Signature:	/Laura M. Franco/		
Date:	10/20/2006		

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Total Attachments: 1
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Agreement") is made as of the 19th day of October, 2006 (the "Effective Date"), by Kelly Pioneer Group, Inc., a New York corporation having a place of business at 1201 Pennsylvania Avenue, NW, Suite 300, Washington, D.C. 20004, acting as agent for an undisclosed principal ("Assignor"), to 24 Hour Fitness USA, Inc., a California corporation having a place of business at 12647 Alcosta Boulevard, Suite 500, San Ramon, California 94583 ("24 Hour Fitness").

WHEREAS Assignor is the owner of the following Trademark (the "Trademark") and the corresponding United States Trademark Application (the "Application"):

Trademark	Application No.	Filing Date
THE LOOP	76/620,507	November 15, 2004

AND WHEREAS Assignor wishes to assign the Trademark and the Application, and all rights, title, interest and goodwill inherent in the Trademark and the Application to the Assignee because Assignee is a successor to that portion of Assignor's business to which the Trademark and the Application pertains, and that business is ongoing and existing;

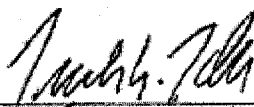
NOW THEREFORE, Assignor hereby makes the following assignment:

1. **Assignment:** Assignor hereby assigns, transfers and conveys, as of the Effective Date hereof, all rights, including common law rights, title, and interests, in the United States of America and all other countries of the world, in and to the Trademark and the Application, together with the business goodwill symbolized by the Trademark and the Application, to Assignee, who is a successor to that portion of Assignor's business to which the Trademark and Application pertains, and that business is ongoing and existing. Assignor hereby covenants and agrees that it will cooperate with Assignee to execute and deliver such other documents, and to do such further acts, as may be reasonably requested by Assignee to perfect, register and enforce Assignee's ownership of the Trademark and the Application.

2. **Warranties.** Assignor warrants and represents that it claims ownership rights in the Trademark and in the Application and authority to make this Assignment of the Trademark and Application.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the Effective Date hereof.

ASSIGNOR: Kelly Pioneer Group, Inc., acting as agent for an undisclosed principal

By: 
Name: Frank A. Kelly
Title: President

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