

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Octane Fitness, LLC		03/14/2007	LIMITED LIABILITY COMPANY: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Incorporated, as Administrative Agent		
<b>Street Address:</b>	551 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2796083	OCTANE FITNESS	
Registration Number:	2961333	SMARTSTRIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 2:</b>	Proskauer Rose LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	31199/036		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>Signature:</b>	/Christine Slattery/		

CH \$65.00 2796083

Date:

03/15/2007

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14<sup>th</sup> day of March, 2007 by OCTANE FITNESS, LLC, a Minnesota limited liability company, OF HOLDINGS, INC., a Delaware corporation and the other signatories party to that certain Security Agreement (as defined below) from time to time (collectively, jointly and severally, the "Grantors" and each individually the "Grantor"), in favor of GOLUB CAPITAL INCORPORATED, in its capacity as administrative agent for the Lenders (together with its successors, the "Administrative Agent") pursuant to the agreement titled Security Agreement, among the parties hereto, and dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

### WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) each Trademark and application for Trademark of such Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all products and proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Obligations, upon written request of the Grantors, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in any number or counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

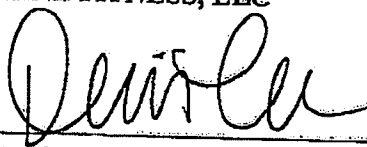
[signature page follows]

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

OF HOLDINGS, INC.

By:   
Name: Dennis Lee  
Title: President and Chief Executive officer

OCTANE FITNESS, LLC

By:   
Name: Dennis Lee  
Title: President and Chief Executive officer

[Trademark Security Agreement]

TRADEMARK  
REEL: 003501 FRAME: 0209

**ACKNOWLEDGED AND ACCEPTED:**

**GOLUB CAPITAL INCORPORATED,  
as Administrative Agent**

By: 

Name: Gregory W. Cashman

Title: Chief Investment Officer

[Trademark Security Agreement]

**TRADEMARK  
REEL: 003501 FRAME: 0210**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

			<b>TRADEMARK</b>	
	<b>Mark</b>		<b>Appin No.</b>	
			<b>Filing Date</b>	
			<b>Reg. No.</b>	
			<b>Reg. Date</b>	
OCT005AUTM01	OCTANE FITNESS		962,130	
			7/17/2003	
Australia			962,130	
			6/14/2005	
OCT005BRTM01	OCTANE FITNESS		827787561	
			9/23/2005	
Brazil				
OCT005CATM01	OCTANE FITNESS		1,184,753	
			7/31/2003	
Canada			TMA 623,958	
			10/29/2004	
OCT005CNTM01	OCTANE FITNESS		4822994	
			8/8/2005	
China				
OCT005EPTM01	OCTANE FITNESS		3,278,322	
			7/22/2003	
European			3 278 322	
			12/7/2004	

OCT005JPTM01	OCTANE FITNESS	2005-72160 8/3/2005
Japan		
OCT005RUTM01	OCTANE FITNESS	2005718633 7/27/2005
Russia		
OCT005TATM01	OCTANE FITNESS	094036056 7/28/2005 1211951 6/1/2006
Taiwan		
OCT005USTM01	OCTANE FITNESS	78/109,558 2/18/2002 2,796,083 12/16/2003
United States		
OCT005ZATM01	OCTANE FITNESS	2005/15459 7/27/2005 2005/15459
South Africa		
OCT018USTM01	SMARTSTRIDE	78/310,331 10/7/2003 2,961,333 6/7/2005
United States		