

04-23-2007

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2)

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



103398740

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4/19/07

1. Name of conveying party(ies):

L.A. Fitness International, LLC

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

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: USA PT, LLC

Internal

Address: _____

Street Address: 2600 Michelson Drive, Suite 300

City: Irvine

State: California

Country: USA Zip: 92612

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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) January 1, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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)

2,865,591

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is Unknown):

PRO RESULTS registered on July 20, 2004

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Daniel M. Cislo

Internal Address: _____

Street Address: 233 Wilshire Boulevard, Suite 900

City: Santa Monica

State: CA Zip: 90401

Phone Number: (310) 451-0647

Fax Number: (310) 394-4477

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 03-2030

Authorized User Name Cislo & Thomas LLP

9. Signature:

04/20/2007 DEBYRNE 00000038 2865591

Signature

Date

4-16-07

40.00 DP Daniel M. Cislo

Name of Person Signing

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

4

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

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Agreement") is entered into, as of January 1, 2006, by and between L.A. FITNESS INTERNATIONAL, LLC, a California limited liability company ("Assignor"), and USA PT, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, Assignee, Body-of-Change, Inc., Personal Fitness Group, LLC, Ben Gregg, and John Gaston have entered into that certain Contribution Agreement dated as of the date hereof (the "Contribution Agreement"), providing for, among other things, the transfer and assignment of Assignor's entire right, title, and interest in and to the trademark listed in Exhibit A (the "Name"); and

WHEREAS, pursuant to the Contribution Agreement, the parties have agreed to execute this Agreement to effectuate the transaction contemplated in the Contribution Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Contribution Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties hereby agree as follows:

AGREEMENT

1. **TRANSFER.** Assignor hereby conveys, transfers, assigns, and delivers to Assignee Assignor's full right, title, and interest in the Name, together with the goodwill of the business symbolized by and associated with the Name.

2. **FURTHER ASSURANCE.** Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and other papers in connection therewith reasonably necessary to perfect such right, title, and interest in Assignee, and its successors, assigns, and legal representatives.

3. **GOVERNING LAW.** Any dispute arising under this Agreement will be governed in all respects by the laws of the State of California without giving effect to the principles of conflict of laws.

4. **MISCELLANEOUS.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed, effective as of the date first written above.

L.A. FITNESS INTERNATIONAL, LLC

USA PT, LLC

By: [Signature]

By: [Signature]

Name: KATHRYN S POLSON

Name: STAN YASUDA

Title: CFO

Title: SECRETARY

[Signature Page to LAF Trademark Assignment]

Exhibit A

Trademark

Mark	Registration Number	Registration Date
PRO RESULTS	2,865,591	July 20, 2004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the registration of:
USA PT, LLC

Serial Number: 76/664,691

Registration No: 2,865,591

Filed: August 17, 2006

Registered: July 20, 2004

For: **PRO RESULTS**

MAIL STOP ASSIGNMENT RECORDATION SERVICES

Director of the USPTO

P.O. Box 1450

Alexandria, Virginia 22313-1450

CERTIFICATE OF FIRST CLASS MAILING

Dear Madam:

Enclosed herewith are the following:

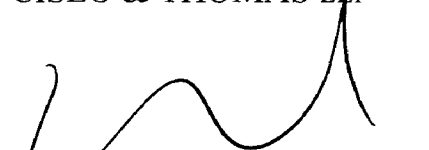
1. Recordation Form Cover Sheet (1 page);
2. Assignment of PRO RESULTS mark (Reg. No. 2,865,591) from L.A. Fitness International, LLC to USA PT, LLC (3 pages);
3. Check No. 35655 in the amount of \$40.00 for recordation filing fees; and
4. Acknowledgement Postcard.

I hereby certify that this paper or fee is being deposited with the United States Postal Service as first class mail under 37 C.F.R., § 1.8, on the date indicated herein and is addressed to:

MAIL STOP ASSIGNMENT RECORDATION SERVICES
Director of the USPTO
P.O. Box 1450
Alexandria, Virginia 22313-1450

Respectfully submitted,

CISLO & THOMAS LLP



Daniel M. Cislo
Reg. No. 32,973

Date: April 16th, 2007

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DMC/sd

Enclosures

As listed above

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