

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|----------------------------|
| Crunch CFI, LLC | | 10/11/2007 | LIMITED LIABILITY COMPANY: |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------------|
| Name: | Goldman Sachs Credit Partners L.P. |
| Street Address: | 1 New York Plaza |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10004 |
| Entity Type: | LIMITED PARTNERSHIP: |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 2643475 | CRUNCH |
| Registration Number: | 2721752 | CRUNCH RADIO |
| Registration Number: | 1968967 | CRUNCH |
| Registration Number: | 1942705 | CRUNCH |
| Registration Number: | 2510773 | CRUNCH |
| Registration Number: | 2079601 | CRUNCH |
| Registration Number: | 2053516 | CRUNCH |
| Registration Number: | 1856269 | CRUNCH GEAR |
| Registration Number: | 1815978 | CRUNCH GEAR |
| Registration Number: | 2035571 | NO JUDGEMENTS |
| Registration Number: | 2157073 | CRUNCH |
| Registration Number: | 1809668 | CRUNCH |
| Registration Number: | 2412724 | CRUNCH |
| Registration Number: | 1942852 | CRUNCH |

CH \$440.00 2643475

| | | |
|----------------------|---------|-----------|
| Registration Number: | 2888635 | RUFF YOGA |
| Registration Number: | 3146012 | CRUNCH |
| Registration Number: | 1949705 | CRUNCH |

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: mercedes.valle@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Mercedes Valle
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 71620.0048 |
| NAME OF SUBMITTER: | Mercedes M Valle |
| Signature: | /Mercedes M Valle/ |
| Date: | 10/11/2007 |

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 11, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **CRUNCH CFI, LLC** ("Grantor") and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of October 11, 2007 (the "Pledge and Security Agreement") among Grantor, the other grantors party thereto and the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain name registrations, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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 Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

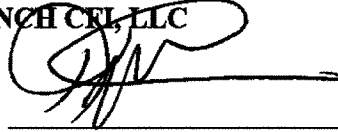
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

CRUNCH CEL, LLC



By: _____

Name: *McGowan*

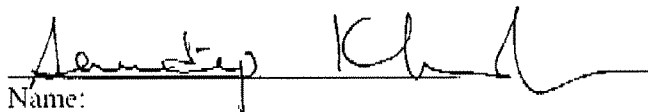
Title: *CEO*

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 003638 FRAME: 0055

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Name:
Title:

[Signature Page for Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Grantor | Title / Mark | Registration No. | Serial/ Application No. | Country |
|----------------------------------------|-----------------------------------------|-------------------------|------------------------------------|----------------|
| <u>Crunch-Related Marks</u> | | | | |
| Crunch CFI, LLC | Crunch and Design | 1691791 | 2088650 | Argentina |
| Crunch CFI, LLC | Crunch and Design | 675156 | 675156 | Australia |
| Crunch CFI, LLC | Crunch and Design | TM22438 | 1257/97 | Bahrain |
| Crunch CFI, LLC | Crunch and Design | 818977108 | 818977108 | Brazil |
| Crunch CFI, LLC | Crunch and Design | A23987 | BRU/27861 | Brunei |
| Crunch CFI, LLC | Crunch and Design | TMA595008 | 800699 | Canada |
| Crunch CFI, LLC | Crunch and Design | TMA459731 | 769289 | Canada |
| Crunch CFI, LLC | Crunch and Design | Pending | 1192699 | Canada |
| Crunch CFI, LLC | Crunch and Design | 506809 | 384105 | Chile |
| Crunch CFI, LLC | Crunch and Design | 553773 | 384104 | Chile |
| Crunch CFI, LLC | Crunch and Design | 937453 | 95064170 | China P.R. |
| Crunch CFI, LLC | Crunch and Design | 1203886 | 970055661 | China P.R. |
| Crunch CFI, LLC | Crunch and Design | 204721 | 97033540 | Colombia |
| Crunch CFI, LLC | Crunch and Design | 205068 | 97033543 | Colombia |
| Crunch CFI, LLC | Crunch and Design | 000062083 | 000062083 | European Union |
| Crunch CFI, LLC | Crunch and Design | 5663-98 | 79385 | Ecuador |
| Crunch CFI, LLC | Crunch and Design | 39543383 | 39543383.5 | Germany |
| Crunch CFI, LLC | Crunch and Design | 395 51 099 | 395 51 099.6 | Germany |
| Crunch CFI, LLC | Crunch and Design | 1455/1997 | 13218 OF 1995 | Hong Kong |
| Crunch CFI, LLC | Crunch and Design | 199812106 | 96 14278 | Hong Kong |
| Crunch CFI, LLC | Crunch and Design | Pending | 7663318 | India |
| Crunch CFI, LLC | Crunch and Design | 409088 | D97 7822 | Indonesia |
| Crunch CFI, LLC | Crunch and Design | 409084 | J97-7821 | Indonesia |
| Crunch CFI, LLC | Crunch and Design | 101301 | 101301 | Israel |
| Crunch CFI, LLC | Crunch and Design | 102377 | 102377 | Israel |
| Crunch CFI, LLC | Crunch and Design | 4111649 | 36158/96 | Japan |
| Crunch CFI, LLC | Crunch and Design | 4128036 | 94426/95 | Japan |
| Crunch CFI, LLC | Crunch and Design | 4251791 | 30796/95 | Japan |
| Crunch CFI, LLC | Crunch & Katakana Characters | 4376260 | 009416/95 | Japan |
| Crunch CFI, LLC | Crunch Gear & Katakana Characters | 4383760 | 9417/95 | Japan |

| Grantor | Title / Mark | Registration No. | Serial/ Application No. | Country |
|-----------------------------------------|------------------------------|-------------------------|------------------------------------|------------------|
| Crunch CFI, LLC | Crunch and Design | 42325 | 39112 | Kuwait |
| Crunch CFI, LLC | Crunch and Design | 96/15565 | 96/15565 | Malaysia |
| Crunch CFI, LLC | Crunch and Design | 517636 | 229840 | Mexico |
| Crunch CFI, LLC | Crunch and Design | 552470 | 292646 | Mexico |
| Crunch CFI, LLC | Crunch | 889035 | 695811 | Mexico |
| Crunch CFI, LLC | Crunch and Design | 442/38 | 40066 | Saudi Arabia |
| Crunch CFI, LLC | Crunch and Design | T97/00409D | S/409/97 | Singapore |
| Crunch CFI, LLC | Crunch and Design | 12042/95 | S/12042/95 | Singapore |
| Crunch CFI, LLC | Crunch and Design | T9512042I | T9512042I | Singapore |
| Crunch CFI, LLC | Crunch and Design | 358939 | 95-17511 | South Korea |
| Crunch CFI, LLC | Crunch and Design | 386822 | 96-41178 | South Korea |
| Crunch CFI, LLC | Crunch and Design | 44369 | 96-14419 | South Korea |
| Crunch CFI, LLC | Crunch and Design | 736124 | 84-021584 | Taiwan |
| Crunch CFI, LLC | Crunch and Design | 103253 | 86-032693 | Taiwan |
| Crunch CFI, LLC | Crunch and Design | KOR77219 | 340351 | Thailand |
| Crunch CFI, LLC | Crunch and Design | 18306 | 22989 | UAE |
| Crunch CFI, LLC | Crunch | 2,643,475 | 75/837,473 | USA |
| Crunch CFI, LLC | Crunch Radio | 2,721,752 | 75/848,229 | USA |
| Crunch CFI, LLC | Crunch & Design | 1,968,967 | 75/975,013 | USA |
| Crunch CFI, LLC | Crunch and Design | 1,942,705 | 74/619,574 | USA |
| Crunch CFI, LLC | Crunch | 1,949,705 | 74/560,646 | USA |
| Crunch CFI, LLC | Crunch and Design | 2,510,773 | 75/266,752 | USA |
| Crunch CFI, LLC | Crunch and Design | 2,079,601 | 74/563,560 | USA |
| Crunch CFI, LLC | Crunch and Design | 2,053,516 | 74/719,955 | USA |
| Crunch CFI, LLC | Crunch Gear | 1,856,269 | 74/361,362 | USA |
| Crunch CFI, LLC | Crunch Gear | 1,815,978 | 74/361,404 | USA |
| Crunch CFI, LLC | No Judgments | 2,035,571 | 75/068,127 | USA |
| Crunch CFI, LLC | Crunch and Design | 2,157,073 | 74/540,451 | USA |
| Crunch CFI, LLC | Crunch and Design | 1,809,668 | 74/363,506 | USA |
| Crunch CFI, LLC | Crunch and Design | 2,412,724 | 75/081,960 | USA |
| Crunch CFI, LLC | Crunch | 1,942,852 | 74/627,570 | USA |
| Crunch CFI, LLC | Ruff Yoga | 2,888,635 | 76/541,034 | USA |
| Crunch CFI, LLC | Crunch and Design | 3,146,012 | 76/608,732 | USA |
| Crunch CFI, LLC | Stiletto Strength | Pending | 78/745,507 | USA |
| Crunch CFI, LLC | Crunch and Design | S012092 | 10888-1997 | Venezuela |
| Crunch CFI, LLC | Crunch and Design | P218731 | 10887-1997 | Venezuela |
| <u>Gorilla-Related Marks</u> | | | | |
| Crunch CFI, LLC | Gorilla Sports | 50,160 | n/a | USA (California) |
| Crunch CFI, LLC | Gorilla Sports and Design | 50,161 | n/a | USA (California) |
| Crunch CFI, LLC | Gorilla Sports | 001404128 | 1404128 | European Union |

| Grantor | Title / Mark | Registration No. | Serial/ Application No. | Country |
|-----------------|---------------------|-------------------------|------------------------------------|----------------|
| Crunch CFI, LLC | Gorilla Sports | 001892504 | 1892504 | European Union |