

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
USA PT, LLC		01/02/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	L.A. Fitness International, LLC		
Street Address:	2600 Michelson Drive, Suite 300		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2865591	PRO RESULTS	
CORRESPONDENCE DATA			
Fax Number:	(310)394-4477		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 451-0647		
Email:	acrow@cislo.com		
Correspondent Name:	Daniel M. Cislo, Esq.		
Address Line 1:	1333 2nd Street, Suite 500		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
ATTORNEY DOCKET NUMBER:	07-18992		
NAME OF SUBMITTER:	Daniel M. Cislo, Esq.		
Signature:	/Daniel M. Cislo/		
Date:	01/16/2008		

CH \$40.00 2865591

Total Attachments: 3

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this “**Agreement**”) is entered into, as of January 2, 2008, by and between **USA PT, LLC**, a Delaware limited liability company (“**Assignor**”) and L.A. Fitness International, LLC, a California limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor desires to transfer and assign Assignor’s entire right, title, and interest in and to the trade names, trademarks, service marks, logos, and domain names listed in Exhibit A (the “**Names**”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, intending to be legally bound, 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 Names, including any applications thereof and together with the goodwill of the business symbolized by and associated with the Names.

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 any 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

By: 

Name: KATHRYN S. POLSON

Title: CEO

USA PT, LLC

By: 

Name: STAN YASUDA

Title: SECRETARY

Exhibit A

Trademarks

BODY-OF-CHANGE

BODY OF CHANGE

PERSONAL FITNESS GROUP

PRO RESULTS (Registration Number: 2,865,591; Registration Date: July 20, 2004)

Domain Names

www.bodyofchange.com