

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BALLY TOTAL FITNESS HOLDING CORPORATION		10/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	60 LIVINGSTON AVENUE
Internal Address:	CORPORATE TRUST SERVICES
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	BANKING: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2413199	MILLENNIUM WORKOUT
Registration Number:	2011172	NO SWEAT PRICING
Registration Number:	2456429	POWERBALL
Registration Number:	2489398	POWERCAMP
Registration Number:	2380507	POWERFLEX
Registration Number:	2426244	RAPID RESULTS
Registration Number:	1762176	SHAPE YOUR LIFE
Registration Number:	2470323	SNACK RIGHT
Registration Number:	1657665	THE 30 MINUTE WORKOUT
Registration Number:	2515782	THE FITNESS FORMULA
Registration Number:	1724335	THE VERTICAL CLUB
Registration Number:	2446929	TRIM FAT
Registration Number:	2442968	ULTIMATE SYSTEM 30 PACK

OP \$790.00 2413199

Registration Number:	1734972	VERTICAL CLUB
Registration Number:	1666141	VERTICAL CLUB
Registration Number:	1773050	VERTICAL CLUB
Registration Number:	2464838	BFIT BABY CLUB
Registration Number:	2912905	BFIT GEAR
Registration Number:	2518918	BFIT-RX
Registration Number:	2339487	BLEAN
Registration Number:	1451382	BODYTECH
Registration Number:	2742835	CLICK TO GET FIT
Registration Number:	2300075	EXCELTRAINING
Registration Number:	2302269	KWANDO
Registration Number:	2840454	BFIT
Registration Number:	2217664	BFIT
Registration Number:	2533193	BFIT
Registration Number:	2374747	1-800-FITNESS
Registration Number:	1973571	1-800-WORKOUT
Registration Number:	2077581	B TRIM
Registration Number:	2589307	WE CAN HELP YOU GET THE RESULTS YOU WANT

CORRESPONDENCE DATA

Fax Number: (612)642-8469
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (612) 672-8269
Email: PAULA.NEUGENT@MASLON.COM
Correspondent Name: PAULA NEUGENT
Address Line 1: 3300 WELLS FARGO CENTER
Address Line 2: MASLON LAW OFFICE
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	BALLY
NAME OF SUBMITTER:	Paula Neugent
Signature:	/Paula Neugent/
Date:	02/20/2008

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2007 (this "**Agreement**"), by Bally Total Fitness Holding Corporation, a Delaware Corporation ("**Grantor**"), in favor of U.S. Bank National Association, in its capacity as Collateral Agent (as defined below).

WITNESSETH:

WHEREAS, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the U.S. Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into an Indenture dated as of October 1, 2007 (as amended, modified, restated or supplemented from time to time, the "**Indenture**") with the guarantors named therein and U.S. Bank National Association as Trustee which governs the terms of the 13% Senior Secured Notes due 2011 issued by the Grantor; and

WHEREAS, Grantor has executed and delivered that certain Security Agreement dated as of October 1, 2007 (as amended, modified, restated or supplemented from time to time, the "**Security Agreement**"; capitalized terms not defined herein have the meaning assigned to them in the Security Agreement) with U.S. Bank National Association as Collateral Agent (the, "**Collateral Agent**") pursuant to which the Grantor granted a security interest in, and Collateral Agent has become a secured creditor with respect to, the U.S. Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement and the Intercreditor Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, other than Collateral constituting Excluded Collateral (the "**U.S. Trademark Collateral**"):

- (i) all United States registered Trademarks set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time; and
- (ii) all Proceeds from any and all of the foregoing U.S. Trademark Collateral.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement (but subject to the terms, conditions and provisions of the Intercreditor Agreement), which Security Agreement covers all Collateral including, but not limited to, the U.S. Trademark Collateral and Collateral consisting of Trademarks governed by laws outside of the United States. Grantor and Collateral Agent acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the U.S. Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Subject to the terms, conditions and provisions of the Intercreditor Agreement, upon (a) the payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination of the Security Agreement or (b) the Discharge of the First Lien Obligation (as defined in the Intercreditor Agreement), the Collateral Agent shall promptly execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form reasonably acceptable to the Grantor releasing the security interest in the U.S. Trademark Collateral under this Agreement.

THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF OCTOBER 1, 2007 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG MORGAN STANLEY SENIOR FUNDING, INC., AS FIRST LIEN COLLATERAL AGENT, AND U.S. BANK NATIONAL ASSOCIATION, AS SECOND LIEN COLLATERAL AGENT, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 14 day of October, 2007.

BALLY TOTAL FITNESS HOLDING CORPORATION


By: _____

Name: Marc D. Bassewitz

Title: Senior Vice President, General Counsel
and Secretary

Accepted and agreed to by:

**U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent**

By: 
Name: Richard Prokosch
Title: Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

See attached.

Bally Total Fitness Holding Corporation Trademark List

Trademark	Serial Number	Registration Date	Class	Office of Origin
KWANDO		Registered	51209	California
MILLENNIUM WORKOUT	75/736,356	24-Jun-1999	Registered	United States of America
NO SWEAT PRICING	74/686,312	08-Jun-1995	Registered	United States of America
POWERBALL	75/872,816	15-Dec-1999	Registered	United States of America
POWERCAMP	76/005,481	20-Mar-2000	Registered	United States of America
POWERFLEX	75/575,164	22-Oct-1998	Registered	United States of America
RAPID RESULTS	75/686,023	03-May-1999	Registered	United States of America
SHAPE YOUR LIFE	74/211,513	08-Oct-1991	Registered	United States of America
SNACK RIGHT	75/683,802	29-Apr-1999	Registered	United States of America
THE 30 MINUTE WORKOUT	74/049,234	16-Apr-1990	Registered	United States of America
THE FITNESS FORMULA	75/876,013	20-Dec-1999	Registered	United States of America
THE VERTICAL CLUB	74/174,748	10-Jun-1991	Registered	United States of America
TRIM FAT	75/665,712	22-Mar-1999	Registered	United States of America
ULTIMATE SYSTEM 30 PACK	75/348,838	28-Aug-1997	Registered	United States of America
VERTICAL CLUB	74/262,099	03-Apr-1992	Registered	United States of America
VERTICAL CLUB	74/104,800	09-Oct-1990	Registered	United States of America
VERTICAL CLUB AND DESIGN	74/290,857	06-Jul-1992	Registered	United States of America

Bally Total Fitness Holding Corporation Trademark List

Trademark	Registration Number	Registration Date	Registration Status	Serial Number	Registration Date	Country
BFIT		27-Feb-1998	Registered	081791	11-Mar-1998	Illinois
BFIT		27-Feb-1998	Registered	081787	11-Mar-1998	Illinois
BFIT (STYLIZED)		27-Feb-1998	Registered	081786	11-Mar-1998	Illinois
BFIT BABY CLUB	75/494,393	02-Jun-1998	Registered	2,464,838	03-Jul-2001	United States of America
BFIT GEAR	78/275,169	16-Jul-2003	Registered	2,912,905	21-Dec-2004	United States of America
BFIT-RX	75/252,001	05-Mar-1997	Registered	2,518,918	16-Dec-2001	United States of America
BFIT-RX		02-Mar-1998	Registered	2524605	02-Mar-1998	Utah
BFIT-RX		27-Feb-1998	Registered	081788	11-Mar-1998	Illinois
BLEAN		02-Mar-1998	Registered	2524606	02-Mar-1998	Utah
BLEAN		27-Feb-1998	Registered	081790	11-Mar-1998	Illinois
BLEAN	75/203,790	25-Nov-1996	Registered	2,339,487	11-Apr-2000	United States of America
BLEAN (STYLIZED)		27-Feb-1998	Registered	081789	11-Mar-1998	Illinois
BODYTECH	73/526,445	11-Mar-1995	Registered	1,451,382	04-Aug-1987	United States of America
CLICK TO GET FIT	76/074,355	21-Jun-2000	Registered	2,742,835	29-Jul-2003	United States of America
DOWNTOWN CLUB, LTD.			Registered	WI030756	02-Oct-1995	Wisconsin
EXCELTRAINING	75/618,805	11-Jan-1998	Registered	2,300,075	14-Dec-1998	United States of America
KWANDO	75/636,802	09-Feb-1999	Registered	2,302,269	21-Dec-1999	United States of America

**Bally Total Fitness Holding Corporation
Trademark List**

Trademark	Registration Number	Registration Date	State/Country
BALLY TOTAL FITNESS	005403	28-Jul-1995	Tennessee
BALLY TOTAL FITNESS	5470617	31-Jul-1995	Texas
BALLY TOTAL FITNESS and Design	5470517	31-Jul-1995	Texas
BALLY TOTAL FITNESS	982	04-Aug-1995	Virginia
BALLY TOTAL FITNESS and Design	983	04-Aug-1995	Virginia
BALLY TOTAL FITNESS	24376	10-Oct-1995	Washington
BALLY TOTAL FITNESS AND DESIGN	24377	10-Oct-1995	Washington
BALLY TOTAL FITNESS	WI1009170	02-Aug-1995	Wisconsin
BALLY TOTAL FITNESS AND DESIGN	WI1009171	02-Aug-1995	Wisconsin
BALLY TOTAL FITNESS AND DESIGN	951095943	31-Jul-1995	Colorado
BALLY TOTAL FITNESS	M00-600	29-Jan-1996	Michigan
BALLY TOTAL FITNESS B AND DESIGN	950714	31-Jul-1995	Rhode Island
BALLY TOTAL FITNESS SPORTS CLUB	S-15485	10-Feb-1997	New York
BFIT	2524604	2-Mar-1998	Utah
BFIT	2,840,454	11-May-2004	United States of America
BFIT	2,217,684	12-Jan-1999	United States of America
BFIT	2,533,183	29-Jan-2002	United States of America

**Bally Total Fitness Holding Corporation
Trademark List**

BALLY TOTAL FITNESS	Registered	51521	31-Jul-1995	Massachusetts
B BALLY TOTAL FITNESS	Registered	51522	31-Jul-1995	Massachusetts
BALLY TOTAL FITNESS	Registered	M00-600	29-Jan-1996	Michigan
BALLY TOTAL FITNESS	Registered	24040	28-Jul-1995	Minnesota
BALLY TOTAL FITNESS and Design	Registered	24041	28-Jul-1995	Minnesota
BALLY TOTAL FITNESS	Registered	13312	28-Jul-1995	Missouri
BALLY TOTAL FITNESS AND DESIGN	Registered	13313	28-Jul-1995	Missouri
BALLY TOTAL FITNESS	Registered	13455	01-Aug-1995	New Jersey
BALLY TOTAL FITNESS (Stylized)	Registered	13454	01-Aug-1995	New Jersey
BALLY TOTAL FITNESS	Registered	S-14739	18-Aug-1995	New York
BALLY TOTAL FITNESS	Registered	T-11714	21-Sep-1995	North Carolina
B BALLY TOTAL FITNESS (Stylized)	Registered	T-11713	21-Sep-1995	North Carolina
BALLY TOTAL FITNESS	Registered	27355	31-Jul-1995	Oklahoma
B BALLY TOTAL FITNESS and Design	Registered	27354	31-Jul-1995	Oklahoma
BALLY TOTAL FITNESS	Registered	2650130	04-Aug-1995	Pennsylvania
BALLY TOTAL FITNESS and Design	Registered	2650128	04-Aug-1995	Pennsylvania
BALLY TOTAL FITNESS	Registered	950713	31-Jul-1995	Rhode Island

**Bally Total Fitness Holding Corporation
Trademark List**

1-800-FITNESS	75/655,710	22-Mar-1989	Registered	2,374,747	08-Aug-2000	United States of America
1-800-WORKOUT	74/679,133	23-May-1995	Registered	1,973,571	07-May-1996	United States of America
AEROBICS PLUS			Registered	10842	17-Dec-1980	California
B TRIM	75/150,077	14-Aug-1986	Registered	2,077,581	08-Jul-1997	United States of America
BALLY TOTAL FITNESS			Registered	035894	31-Jul-1995	Arizona
BALLY TOTAL FITNESS			Registered	035892	31-Jul-1995	Arizona
BALLY TOTAL FITNESS			Registered	951085905	31-Jul-1995	Colorado
BALLY TOTAL FITNESS			Registered	9682	26-Sep-1995	Connecticut
B BALLY TOTAL FITNESS and Design			Registered	9680	26-Sep-1995	Connecticut
BALLY TOTAL FITNESS			Registered	S-14761	28-Jul-1995	Georgia
BALLY TOTAL FITNESS and Design			Registered	S-14762	28-Jul-1995	Georgia
BALLY TOTAL FITNESS			Registered	076903	31-Jul-1995	Illinois
BALLY TOTAL FITNESS			Registered	076904	31-Jul-1995	Illinois
BALLY TOTAL FITNESS		09-Aug-1995	Registered	5010-3260	09-Aug-1995	Indiana
B BALLY TOTAL FITNESS AND DESIGN			Registered	5010-3261	09-Aug-1995	Indiana
BALLY TOTAL FITNESS			Registered	1985-S 3441	01-Aug-1995	Maryland
BALLY TOTAL FITNESS AND DESIGN			Registered	1985-S 3439	31-Jul-1995	Maryland

**Bally Total Fitness Holding Corporation
Trademark List**

WE CAN HELP YOU GET THE RESULTS YOU WANT	75/829,945	28-Feb-2000 Registered	2,589,307	02-Jul-2002	United States of America
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