

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners, L.P.		12/24/2008	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	CH Fitness Investors, LLC		
Street Address:	245 Park Avenue		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3393050	STILETTO STRENGTH	
CORRESPONDENCE DATA			
Fax Number:	(202)877-4288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-887-4103		
Email:	lgeyer@akingump.com, dc_ipdocketing@akingump.com		
Correspondent Name:	Laura Talley Geyer		
Address Line 1:	1333 New Hampshire Ave. NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-1564		
ATTORNEY DOCKET NUMBER:	031010.0001 (CRUNCH)		
NAME OF SUBMITTER:	Laura Talley Geyer		
Signature:	/Laura Talley Geyer/		

CH \$40.00 3393050

Date:

12/30/2008

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2008, by Goldman Sachs Credit Partners L.P., as administrative agent and collateral agent pursuant to the Credit Agreement (as defined below) (the "*Prior Agent*") in favor of CH Fitness Investors, LLC ("*Assignee*"), as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, CRUNCH CFI, LLC, a Delaware limited liability company (the "*Borrower*"), AGT CRUNCH ACQUISITION LLC, a Delaware limited liability company ("*Holdings*"), certain subsidiaries of Holdings, the Lenders party thereto and the Prior Agent, as administrative agent and collateral agent for such Lenders, are party to that certain Second Amended and Restated Credit and Guaranty Agreement dated as of November 26, 2008 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, the Borrower, Holdings, certain of the subsidiaries of Holdings or the Borrower party thereto and the Prior Agent, as collateral agent for the Secured Parties (as defined therein) are party to that certain Pledge and Security Agreement dated as of October 11, 2007 in favor of the Prior Agent (as amended, supplemented or otherwise modified from time to time, the "*Pledge Agreement*");

WHEREAS, the Borrower and the Prior Agent are parties to a Trademark Security Agreement, dated as of September 2, 2008 (the "*Trademark Security Agreement*") which was recorded with the United States Patent and Trademark Office on September 2, 2008 at Reel 3845 and Frame 312;

WHEREAS, pursuant to that certain Agency Assignment Agreement, dated as of December 24, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time), between, among others, the Prior Agent and Assignee, Assignee will replace the Prior Agent as administrative agent and collateral agent (in such capacity, the "*Collateral Agent*") for the Lenders; and

WHEREAS, the Prior Agent hereby agrees to assign the Trademark Security Agreement to the Collateral Agent for the benefit of the Lenders, so that the Liens granted pursuant to the Credit Documents (as defined in the Credit Agreement) shall continue in full force and effect during the term of the Pledge Agreement and any renewals thereof and shall continue to secure the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Prior Agent hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge Agreement.

Section 2. Assignment and Assumption of Trademark Security Agreement

The Prior Agent hereby irrevocably assigns and transfers to the Collateral Agent, and the Collateral Agent hereby irrevocably accepts and assumes from the Prior Agent, all of the Prior Agent's rights and obligations under the Trademark Security Agreement.

Section 3. United States Patent and Trademark Office Filing

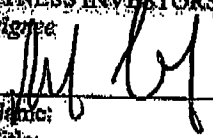
The Prior Agent hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment of Trademark Security Agreement against the trademark registrations set forth on Schedule I.

[SIGNATURE PAGES FOLLOW]

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Assignor

By: Caroline Benton
Name:
Title: Caroline Benton
Authorized Signatory


CH FITNESS INVESTORS, LLC
as assignee

By: 
Name: _____
Title: _____

{SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT}

ACCEPTED AND AGREED
as of the date first above written:

CRUNCH CFI, LLC,
as Grantor

By: 
Name: Michael Sadows
Title: President + CFO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 003910 FRAME: 0767

Schedule I
to
Assignment of Trademark Security Agreement

Trademark Registrations and Applications

Grantor	Title / Mark	Registration No.	Serial/ Application No.	Country
Crunch CFI, LLC	STILETTO STRENGTH	3393050		USA