

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
Anytime Health, LLC		10/16/2009	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Anytime Fitness, Inc.		
Street Address:	12181 Margo Avenue South		
City:	Hastings		
State/Country:	MINNESOTA		
Postal Code:	55033		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77736094	ANYTIME HEALTH	
CORRESPONDENCE DATA			
Fax Number:	(952)842-1742		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	952-896-1545		
Email:	ipgroup@larkinhoffman.com		
Correspondent Name:	Molly T. Eichten		
Address Line 1:	1500 Wells Fargo Plaza		
Address Line 2:	7900 Xerxes Avenue South		
Address Line 4:	Minneapolis, MINNESOTA 55431		
ATTORNEY DOCKET NUMBER:	32815-02		
NAME OF SUBMITTER:	Molly T. Eichten		
Signature:	/Molly T. Eichten/		

OP \$40.00 77736094

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**TRADEMARK
 REEL: 004080 FRAME: 0621**

Date:

10/19/2009

Total Attachments: 1

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is made and entered into this 10 day of October, 2009 (the "Effective Date") by and between Anytime Health, LLC, a Minnesota limited liability company (the "Assignor") in favor of Anytime Fitness, Inc., a Minnesota corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the record owner with the United States Patent and Trademark Office of all rights, title and interest in and to the mark – ANYTIME HEALTH -- as represented in United States trademark application serial number 77/736094 (the "Trademark");

WHEREAS, Assignee desires to acquire from Assignor and whereas Assignor desires to transfer to Assignee all of Assignor's rights, title and interest in and to the Trademark together with the goodwill of the business in connection with which the Trademark is used or intended to be used;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, hereby transfers, sells, assigns and sets over unto the Assignee, its successors and assigns, Assignor's entire rights, title and interest in and to the Trademark, together with all of the goodwill of the business in connection with which the Trademark is used or intended to be used, along with the right to sue and recover damages, and profits and any other available remedies for any past, present or future infringement thereof as fully and entirely as the same would have been held and enjoyed by Assignor had this transfer and assignment not been made.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so required by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in possession or control of Assignor.

Date: October 10, 2009

By: 

Name: Chuck Raynor

Title: V.P.

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