

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Affidavit confirming satisfaction of Payoff Letter for Release of Secured Party

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		10/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gold's Holding Corp.
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1900
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: DELAWARE

Name:	Gold's Gym Licensing LLC
Street Address:	125 E. John Carpenter Freeway
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1402824	GOLD'S
Registration Number:	1404419	GOLD'S
Registration Number:	1543662	GOLD'S
Registration Number:	1203098	GOLD'S GYM
Registration Number:	1210685	GOLD'S GYM
Registration Number:	1211211	GOLD'S GYM

900146478

**TRADEMARK
 REEL: 004087 FRAME: 0448**

CH \$965.00 1402824

Registration Number:	1214046	GOLD'S GYM
Registration Number:	1564470	GOLD'S GYM
Registration Number:	1972588	GOLD'S GYM
Registration Number:	2051443	GOLD'S GYM
Registration Number:	2053953	GOLD'S GYM
Registration Number:	2068400	GOLD'S GYM
Registration Number:	2072479	GOLD'S GYM
Registration Number:	2307166	GOLD'S GYM
Registration Number:	1845939	GOLD'S GYM
Registration Number:	1968266	GOLD'S GYM
Registration Number:	1269466	GOLDS CLASSIC
Registration Number:	1835743	
Registration Number:	2026517	
Registration Number:	2058263	
Registration Number:	2062562	
Registration Number:	2068399	
Registration Number:	2096382	
Registration Number:	2272118	
Registration Number:	1227849	
Registration Number:	2002430	
Registration Number:	2218229	SERIOUS FITNESS
Registration Number:	2167409	SERIOUS FITNESS
Registration Number:	2107225	SERIOUS FITNESS FOR EVERY BODY
Serial Number:	75501944	SERIOUS FITNESS FOR EVERY BODY
Serial Number:	75501945	SERIOUS FITNESS FOR EVERY BODY
Registration Number:	2167410	SERIOUS FITNESS FOR EVERY BODY
Serial Number:	75530076	SERIOUS FITNESS FOR EVERY BODY
Serial Number:	75530077	SERIOUS FITNESS FOR EVERY BODY
Registration Number:	2212372	SERIOUS FITNESS FOR EVERY BODY
Registration Number:	2212364	SERIOUS FITNESS FOR EVERY BODY
Registration Number:	2297838	SERIOUS FITNESS FOR EVERY BODY
Registration Number:	1312678	THE MECCA OF BODYBUILDING

CORRESPONDENCE DATA

Fax Number: (312)236-7516

TRADEMARK
REEL: 004087 FRAME: 0449

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-368-4000
Email: ch.tm@dlapiper.com
Correspondent Name: Mark I. Feldman
Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	360593-001001 HELLER FINA
NAME OF SUBMITTER:	Attorney
Signature:	/Mark I. Feldman/
Date:	10/29/2009

Total Attachments: 10

source=Heller Financial Affidavit#page1.tif
source=Heller Financial Affidavit#page2.tif
source=Heller Financial Affidavit#page3.tif
source=Heller Financial Affidavit#page4.tif
source=Heller Financial Affidavit#page5.tif
source=Heller Financial Affidavit#page6.tif
source=Heller Financial Affidavit#page7.tif
source=Heller Financial Affidavit#page8.tif
source=Heller Financial Affidavit#page9.tif
source=Heller Financial Affidavit#page10.tif

AFFIDAVIT

I, Aaron Watkins, hereby declare as follows:

1. I am the Senior Vice President of Accounting and Finance of Gold's Holding Corp. and have personal knowledge of each of the facts set forth in this affidavit. If required, I could and would competently testify thereto.

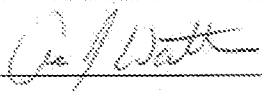
2. There was a Credit Agreement dated August 24, 1999, between Gold's Holding Corp. (as Borrower) and Heller Financial, Inc. (as Agent and Issuing Lender).

3. There was a Payoff Letter dated July 21, 2004 from Heller Financial, Inc., acknowledging the intention of Gold's Holding Corp. to terminate the Credit Agreement and repay in full all obligations owed under the Credit Agreement and related loan documents, and stating the aggregate amount of the obligations owed under the aforesaid documents. A true and correct copy of the Payoff Letter is attached as Exhibit A.

4. In accordance with the terms of the Payoff Letter, Gold's Holding Corp. repaid all of its obligations in full.

5. Gold's Gym Licensing, LLC is a wholly-owned subsidiary of Gold's Holding Corp.

FURTHER AFFIANT SAYETH NAUGHT


Name: Aaron Watkins
Date: October 27, 2009

Subscribed and Sworn to me on this 27th day of October 2009.


Notary Public

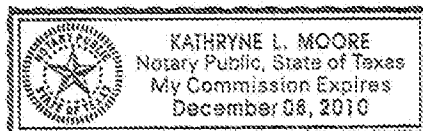


EXHIBIT A

HELLER FINANCIAL, INC.
500 West Monroe Street
Chicago, Illinois 60661

July 21, 2004

Gold's Holding Corp.
2924 Telestar Court
Falls Church, Virginia 22402

Attention: Randall Schultz

Payoff Letter

Ladies and Gentlemen:

This Letter Agreement refers to the Credit Agreement dated as of August 24, 1999 (as heretofore amended, the "Credit Agreement") among Gold's Holding Corp. ("Borrower"), the lenders from time to time party thereto ("Lenders"), and Heller Financial, Inc., as Agent and Issuing Lender. All terms used herein without definition shall have the same meanings given to them in the Credit Agreement.

Borrower intends to terminate the Credit Agreement and repay in full all Obligations owing under the Credit Agreements and the other Loan Documents.

For purposes of the foregoing, Agent and Borrower hereby agree as follows:

1. As of today's date, the aggregate amount of Obligations owing to Lenders, Agent and Issuing Lender (collectively, the "Secured Parties") under the Loan Documents is equal to \$ [REDACTED] (the "Payoff Amount") as set forth on Schedule 1 hereto, which amount includes, without limitation, principal, accrued and unpaid interest, unused line fees, Letter of Credit fees, breakage costs in connection with the prepayment of LIBOR Rate Loans, expenses and other costs payable under the Loan Documents, inclusive of the fees and disbursements of counsel, including an estimate of such expenses and other costs, it being understood that Schedule 1 also sets forth the per diem amount of such interest, unused line fees and Letter of Credit fees for each day after the date hereof that the Obligations

remain outstanding. Payments received after 1:00 p.m. (Chicago time) shall be deemed to have been received on the following Business Day.

2. In addition to the Payoff Amount, Borrower will pay to Agent the sum of \$██████████ (the "Cash Collateral"), which will be held by Agent in a cash collateral account (the "Cash Collateral Account") with respect to Letter of Credit Liability outstanding under the Credit Agreement. Borrower hereby confirms the grant to Agent of a security interest in the Cash Collateral and the Cash Collateral Account, including all sums from time to time on deposit therein. Agent may commingle the Cash Collateral with other assets of Agent and shall have no duty to invest the Cash Collateral or to pay Borrower interest thereon. Agent agrees that upon termination or permanent reduction of the Letter of Credit Liability, funds will be released from the Cash Collateral Account to Borrowers in a corresponding amount.
3. Payment in full of the Payoff Amount, together with the Cash Collateral, shall be made on the date hereof or payment in full of the Payoff Amount plus the per diem amount, together with the Cash Collateral, shall be made on the day following the date hereof, in each case, by wire transfer of immediately available funds to:

Bank: Bank One, N.A.
City: Chicago
State: IL
ABA#: 071000013
Beneficiary: Heller Financial, Inc.
500 W. Monroe Street
Chicago, IL 60661
Account#: 0020982
Reference: HLR3257 Golds Gym

Agent shall distribute the Payoff Amount to Lenders in accordance with the Credit Agreements and Loan Documents.

4. Borrower (a) acknowledges that Agent may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore delivered to Agent (or depository banks forwarding funds to Agent) by Borrower, its Subsidiaries or their customers and deposited by Borrower for collection, and the amount of which checks and similar instruments have nevertheless been credited to Borrower in computing the Payoff Amount; (b) agrees to reimburse and pay Agent, for the pro rata benefit of the Secured Parties, or cause Agent to be so reimbursed or paid promptly upon our demand, the full face amount (plus protest or other bank charges) of any such checks or similar instruments heretofore

delivered to Agent (or depository banks forwarding funds to Agent) by Borrower, its Subsidiaries or their customers, which may hereafter be dishonored or returned unpaid for any reason whatsoever; (c) agree to reimburse and pay the Secured Parties for any fees and expenses which they may have incurred or may have now or hereafter incurred in connection with the transactions contemplated by the Loan Documents which have not as yet been reflected in Borrowers' Loan Accounts, which Borrowers are, or may be, required to bear pursuant to the Loan Documents; (d) agree to reimburse the Secured Parties for any bookkeeping, accounting or other errors in the calculation of Borrower's Loan Account requiring an adjustment thereto; and (e) agree to indemnify and hold the Secured Parties harmless from and against any and all loss, liability or damage whatsoever by reason of claims made under clauses (a) through (d) hereof.

5. The parties hereto agree that no further advances may be made or requested under the Credit Agreement on or after today and no further Letters of Credit may be requested or issued under the Credit Agreement on or after today.
6. Subject to the provisions of this letter agreement, effective upon receipt by Agent and Lenders of payment in full of the Payoff Amount, together with the Cash Collateral, in immediately available funds, (a) the commitments to make Loans, the Credit Agreement and each of the other Loan Documents shall terminate (except for those provisions of the Credit Agreement relating to Letters of Credit and the Cash Collateral Account), and (b) Agent shall be deemed to have automatically released, and Agent hereby agrees to so release, all of its liens on and security interests in any and all Collateral granted in connection with the Credit Agreement and the other Loan Documents, except the Cash Collateral Account and amounts on deposit therein (and shall deliver to the Borrowers (i) any executed UCC-3 termination statements previously delivered to Agent by Borrower and (ii) stock certificates representing shares of stock of Borrowers and its Subsidiaries that have been pledged to Agent).
7. Upon the termination of the Loan Documents pursuant to paragraph 6 above, all rights, duties, commitments and other obligations of the parties thereto (including, without limitation, Borrower, the other Loan Parties, Lenders, Agent and L/C Issuer) arising under or in connection with the Loan Documents shall terminate, except that each indemnity and expense reimbursement provision in the Credit Agreements or any of the other Loan Documents and those provisions of the Credit Agreement relating to Letters of Credit and the Cash Collateral Account shall survive the termination of the Loan Documents.

8. In consideration for the release of Borrower and the other Loan Parties contained herein, Borrower, on behalf of itself and its Affiliates, hereby releases, discharges and acquits the Secured Parties and their respective officers, directors, agents, employees and their respective successors and assigns from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, that Borrowers or any of its Affiliates at any time had or has, or that they or their respective successors or assigns hereafter have or may have against Secured Parties and their respective officers, directors, agents or employees and their respective successors and assigns, directly or indirectly arising out of or in any way related to the Loan Documents or any transactions thereunder, except for claims related to the Cash Collateral Account.
9. Agent hereby agrees to execute and deliver to Borrower at Borrower's expense such instruments and documents, which are reasonably requested by Borrower for the purpose of effectuating the intent of this Letter Agreement.
10. If the Payoff Amount, together with the Cash Collateral, is not received on or before 1:00 p.m. Chicago time on July 23, 2004 this Agreement shall be null and void.

This Letter Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same Letter Agreement.

Gold's Holding Corp.
July 21, 2004
Page 5

This Letter Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

Very truly yours,

HELLER FINANCIAL, INC.

By: Charles Brickley
Name: Charles Brickley
Title: Vice President

ACKNOWLEDGED AND AGREED:

Charles Brickley
Duly Authorized Signatory

GOLD'S HOLDING CORP.

By: Randall R. Scholtz
Name: Randall R. Scholtz
Title: CEO - SVF

SCHEDULE I

Calculation of Payoff Amount

\$ [REDACTED] principal

\$ [REDACTED] interest, fees and expenses

\$ [REDACTED] Payoff Amount

\$ [REDACTED] per diem interest and fees, if Obligations are not paid in full by
1:00 p.m. Chicago time on July 21, 2004

SCHEDULE A

SERVICE MARK and TRADEMARK LIST

MARK	SERIAL/REG. NO.	FILING/REG. DATE
GOLD'S	1402824	July 29, 1986
GOLD'S	1404419	August 5, 1986
GOLD'S	1543662	June 13, 1989
GOLD'S GYM	1203098	July 27, 1982
GOLD'S GYM	1210685	September 28, 1982
GOLD'S GYM	1211211	October 5, 1982
GOLD'S GYM	1214046	October 26, 1982
GOLD'S GYM	1564470	November 7, 1989
GOLD'S GYM	1972588	May 7, 1996
GOLD'S GYM	2051443	April 8, 1997
GOLD'S GYM	2053953	April 22, 1997
GOLD'S GYM	2068400	June 10, 1997
GOLD'S GYM	2072479	June 17, 1997
GOLD'S GYM	2307166	January 11, 2000
GOLD'S GYM and New Man Design	1845939	July 19, 1994
GOLD'S GYM and New Man Design	1968266	April 16, 1996
GOLDS CLASSIC	1269466	March 6, 1984
New Man Design	1835743	May 10, 1994
New Man Design	2026517	December 31, 1996
New Man Design	2058263	April 29, 1997
New Man Design	2062562	May 20, 1997
New Man Design	2068399	June 10, 1997
New Man Design	2096382	September 16, 1997
New Man Design	2272118	August 24, 1999
Old Man Design	1227849	February 15, 1983
Old Man Design	2002430	September 24, 1996
SERIOUS FITNESS	2218229	January 19, 1999
SERIOUS FITNESS	2167409	June 23, 1998
SERIOUS FITNESS FOR EVERY BODY	2107225	October 21, 1997
SERIOUS FITNESS FOR EVERY BODY	75/501944	June 10, 1998
SERIOUS FITNESS FOR EVERY BODY	75/501945	June 10, 1998
SERIOUS FITNESS FOR EVERY BODY	2167410	June 23, 1998
SERIOUS FITNESS FOR EVERY BODY	75/530076	August 3, 1998
SERIOUS FITNESS FOR EVERY BODY	75/530077	August 3, 1998
SERIOUS FITNESS FOR EVERY BODY	2212372	December 22, 1998

MARK	SERIAL/REG. NO.	FILING/REG. DATE
SERIOUS FITNESS FOR EVERY BODY	2212364	December 22, 1998
SERIOUS FITNESS FOR EVERY BODY	2297838	December 7, 1999
THE MECCA OF BODYBUILDING	1312678	January 1, 1985
COPYRIGHTS		
COPYRIGHT	NUMBER	DATE
Gold's Gym personal trainer series level one: the start	PAu 1-253-367	1989
Gold's Gym personal trainer series level two: intermediate	PAu 1-253-368	1989
Gold's Gym, California (also called "Gold's Gym weightlifter")	VA 96222	February 10, 1982
Solid Gold: Training the Gold's Gym Way	TX1-953-328	November 28, 1996
The Gold's Gym Training Encyclopedia	TX1-898-005	August 1, 1986