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TO:ERIN O'BRIEN COMPANY:C/O COOLEY GODWARD KRONISH LLP

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18585506420 From: Cooley SanDiego

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TO:ERIN O'BRIEN COMPANY:C/O COOLEY GODWARD KRONISH LLP

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.112/14/2009  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANYTIME FITNESS, LLC		12/11/2009	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	PARTNERSHIP CAPITAL GROWTH - AFI FUND I, LP., AS AGENT		
Street Address:	One Embarcadero Center		
Internal Address:	Suite 3810		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2814114	ANYTIME FITNESS	
Registration Number:	3302936	ANYTIME FITNESS	
Registration Number:	3318351	ANYTIME FITNESS EXPRESS	
Serial Number:	77798094	ANYTIME HEALTH	
CORRESPONDENCE DATA			
Fax Number:	(858)550-8420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	858-550-8403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	312329-101 PCG AFI		

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NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/14/2009
Total Attachments: 2 source=PCG AFI Anytime Fitness Trademark Grant#page1.tif source=PCG AFI Anytime Fitness Trademark Grant#page2.tif	

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TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH LLP

Registrant/Applicant: ANYTIME FITNESS, LLC (formerly known as Anytime Fitness, Inc.)  
 Trademark: See attached Exhibit A

**GRANT OF TRADEMARK SECURITY INTEREST**

WHEREAS, Anytime Fitness, LLC (formerly known as Anytime Fitness, Inc.), having its principal offices at 12181 Margo Avenue South, Suite 100, Hastings, Minnesota 55033 ("AFI"), has adopted, used or had an intent-to-use the trademarks listed in the attached Exhibit A (collectively, "Trademark"), now registered or in the process of registration in the United States Patent and Trademark Office; and

WHEREAS, AFI entered into that certain Intellectual Property Security Agreement dated December 11, 2009 (the "Security Agreement"), by and among AFI, the other Grantors listed therein and the Agent for the benefit of Lenders (each as defined in the Pledge and Security Agreement dated as of the date of the Security Agreement);

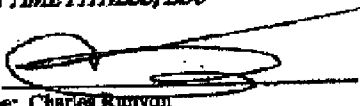
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, AFI hereby:

1. grants a security interest to the Agent for the benefit of Lenders in all right, title and interest of AFI, pursuant to the Security Agreement, in and to the Trademarks, together with any renewals, continuations, continuation-in-part or extension thereof, without recourse or representation or warranty, express or implied; and
2. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the Grant hereby given.

AFI does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, AFI has caused this Grant to be signed by its duly authorized representative as of this 11<sup>th</sup> day of December, 2009.

ANYTIME FITNESS, LLC

By:   
 Name: Charles Runyon  
 Title: President

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