

**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
Fitness Together Franchise Corporation		01/14/2010	CORPORATION: ARIZONA

**RECEIVING PARTY DATA**

Name:	BlackRock Kelso Capital Corporation
Street Address:	c/o BlackRock Kelso Capital Advisors LLC
Internal Address:	40 East 52nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	77793274	FT FITNESS TOGETHER
Serial Number:	77806416	FT FITNESS TOGETHER 1 CLIENT 1 TRAINER 1 GOAL
Serial Number:	77816851	NUTRITION TOGETHER
Registration Number:	3407418	ELEMENTS THERAPEUTIC MASSAGE
Serial Number:	77806394	ELEMENTS THERAPEUTIC MASSAGE
Serial Number:	77793333	
Registration Number:	3144204	ELEMENTS SPA AND SHOP

**CORRESPONDENCE DATA**

Fax Number: (303)607-3600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 303-607-3500  
 Email: trademarkdnvr@faegre.com  
 Correspondent Name: Joshua A. Smith

OP \$190.00 77793274

Address Line 1: 1700 LINCOLN STREET  
Address Line 2: 3200 Wells Fargo Center  
Address Line 4: Denver, COLORADO 80203-4532

ATTORNEY DOCKET NUMBER: 79825-386376

NAME OF SUBMITTER: Joshua A. Smith

Signature: /Joshua A. Smith/

Date: 01/14/2010

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 2 (this "*IP Security Agreement Supplement*") dated January 14, 2010 is made by the persons listed on the signature page hereof (the "*Grantors*") in favor of BLACKROCK KELSO CAPITAL CORPORATION, a Delaware corporation (the "*Agent*").

WHEREAS, the Grantors have entered into a Term Loan Agreement dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*"), with the Agent. Terms defined in the Term Loan Agreement and not otherwise defined herein are used herein as defined in the Term Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loan under the Term Loan Agreement, the Grantors have executed and delivered that certain Security and Pledge Agreement made by the Grantors and the other debtors parties thereto to the Agent dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantors and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Grantors have executed and delivered that certain Intellectual Property Security Agreement made by the Grantors to the Agent dated July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantors have granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors to the Agent and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Confirmation of Grant of Security. The Grantors hereby acknowledge and confirm the grant of a security interest to the Agent under the Security Agreement and the IP Security Agreement in and to all of the Grantors' right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, together with all reissues, continuations, extensions, modifications and renewals of the foregoing, along with all goodwill of the business connected with the use of and symbolized by the foregoing (the "*Trademarks*");

(ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule IV to the Security Agreement and Schedule B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

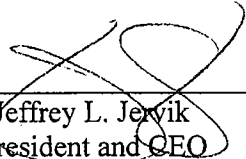
SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

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IN WITNESS WHEREOF, the Grantors and Agent have duly executed this IP Security Agreement Supplement as of the day and year first above written.

**GRANTORS:**

**FITNESS TOGETHER FRANCHISE CORPORATION**

By:   
Name: Jeffrey L. Jeryk  
Title: President and CEO

**ELEMENTS THERAPEUTIC MASSAGE, INC.**

By:   
Name: Jeffrey L. Jeryk  
Title: President and CEO


[Signature Page to Intellectual Property Security Agreement Supplement No. 2]

**TRADEMARK**  
**REEL: 004135 FRAME: 0551**

**AGENT:**

**BLACKROCK KELSO CAPITAL  
CORPORATION**

By: BLACKROCK KELSO CAPITAL  
ADVISORS LLC,  
its Investment Manager

By:   
Name: James R. Maher  
Title: Chairman & Chief Executive  
Officer

[Signature Page to Intellectual Property Security Agreement Supplement No. 2]

**TRADEMARK  
REEL: 004135 FRAME: 0552**

**SCHEDULE A**  
**TRADEMARKS**

<u>Grantor</u>	<u>Domain Name/ Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
FTFC	www.touchofelements.com	N/A	N/A	N/A	N/A	N/A
FTFC	www.fitnessstogetherfranchise.com	N/A	N/A	N/A	N/A	N/A
FTFC	www.wellnessleader.com	N/A	N/A	N/A	N/A	N/A
FTFC	FT Fitness Together	USA	N/A	77,793,274	07/30/2009	N/A
FTFC	FT Fitness Together 1 Client, 1 Trainer, 1 Goal (model and design)	USA	N/A	77,806,416	08/17/2009	N/A
FTFC	Nutrition Together	USA	N/A	77,816,851	08/31/2009	N/A
FTFC	Fitness Together '1 Client, 1 Trainer, 1 Goal'	Canada	TMA679759	N/A	N/A	01/18/2007
FTFC	FT Fitness Together (model and design)	Brazil	N/A	901669830	05/27/2009	N/A
ETMI	Elements Therapeutic Massage (model and design)	USA	3,407,418	N/A	05/26/2006	04/01/2008
ETMI	Elements Therapeutic Massage (model and design)	USA	N/A	77,806,394	08/17/2009	N/A
ETMI	Elements 3 tear drops	USA	N/A	77,793,333	07/30/2009	N/A
ETMI	Elements Spa and Shop	USA	3,144,204	N/A	04/22/2004	09/09/2006