

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGT Crunch Acquisition LLC		09/15/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Crunch IP Holdings, LLC
Street Address:	22 West 22nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1809668	CRUNCH
Registration Number:	1815978	CRUNCH GEAR
Registration Number:	1856269	CRUNCH GEAR
Registration Number:	1942705	CRUNCH
Registration Number:	1942852	CRUNCH
Registration Number:	1949705	CRUNCH
Registration Number:	1968967	CRUNCH
Registration Number:	2510773	CRUNCH
Registration Number:	2643475	CRUNCH
Registration Number:	2721752	CRUNCH RADIO
Registration Number:	2888635	RUFF YOGA
Registration Number:	3146012	CRUNCH
Registration Number:	3393050	STILETTO STRENGTH
Registration Number:	3551120	CAMP CRUNCH

CH \$465.00 1809668

Registration Number:	3642308	NO JUDGEMENTS
Registration Number:	3707735	GUNNING
Serial Number:	77560631	YOGAPALOOZA
Serial Number:	77899301	CRUNCH WEIGH

CORRESPONDENCE DATA

Fax Number: (212)554-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 554 7625
Email: mschwimmer@mosessinger.com, lbuchanan@mosessinger.com
Correspondent Name: Martin Schwimmer
Address Line 1: 405 Lexington Avenue
Address Line 2: The Chrysler Building
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	11948-100
NAME OF SUBMITTER:	Martin Schwimmer
Signature:	/Martin Schwimmer/
Date:	03/19/2010

Total Attachments: 10
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EXECUTION COPY

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated as of September 15, 2009 (the "Effective Date"), is made by and among, AGT Crunch Acquisition LLC, a Delaware limited liability company ("AGT Crunch"), Crunch CFI, LLC, a Delaware limited liability company and a wholly-owned Subsidiary of AGT Crunch (the "Company") and each of the other Subsidiaries of AGT Crunch (other than the Company) listed on the signature pages hereto (each, an "Assignor," and together with the Company and AGT Crunch, the "Assignors"), and Crunch IP Holdings, LLC, ("Assignee").

WHEREAS, Assignors and CH Fitness Investors, LLC ("CH Fitness") have entered into a certain Asset Purchase Agreement, dated as of May 5, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignors agreed to assign, convey, and transfer certain intellectual property, including the Trademarks, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, to Assignee, and the present Assignment confirms and effectuates the foregoing agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Asset Purchase Agreement;

WHEREAS, CH Fitness has elected to consummate the transactions contemplated by the Asset Purchase Agreement pursuant to Section 7.10(a) of the Asset Purchase Agreement.

WHEREAS, Assignee is a newly formed indirect Subsidiary of Sellers pursuant to Section 7.10(a) of the Asset Purchase Agreement, and Sellers desire to transfer the trademarks of the Sellers that are included in the Intellectual Property of Assignors (the "Trademarks");

WHEREAS, Assignors are the owners of all right, title, and interest in and to any and all Trademarks, registrations and applications therefor, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, including as identified on Schedule I, and

REDACTED

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby assign to Assignee all right, title and interest in and to all of the Trademarks, together with the goodwill of the business symbolized by the

Trademarks, registrations and applications therefor, including those Trademarks set forth on Schedule I, and all rights arising thereunder, including the right to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same.

REDACTED

3. This Assignment has been executed and delivered by Assignors with the agreement that the same may be recorded with the United States Patent and Trademark Office. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.

4. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with the Schedule, together with the Asset Purchase Agreement and the limited liability company operating agreement of Crunch Holdings, LLC, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

REDACTED

REDACTED

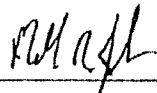
6. This Assignment is not intended, and shall not be deemed, to confer upon or give any person (including, without limitation, any past or current business employee) except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment.

[SIGNATURE PAGES FOLLOW]

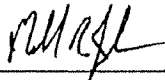
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

SELLERS:

AGT CRUNCH ACQUISITION LLC

By: 
Name:
Title:

CRUNCH CFI, LLC

By: 
Name:
Title:

[Signature Page: Assignment of Trademarks]

SPORTS & FITNESS VENTURES, LLC
AGT CRUNCH SERVICES LLC
AGT CRUNCH ATLANTA LLC
AGT CRUNCH CHICAGO LLC
AGT CRUNCH LOS ANGELES LLC
AGT CRUNCH MIAMI LLC
AGT CRUNCH NEW YORK LLC
AGT CRUNCH SAN FRANCISCO LLC
AGT CRUNCH WASHINGTON D.C. LLC
FORT GREENE SPORTS CLUB, LLC
HAUPPAUGE SPORTS CLUB, LLC
PARK SLOPE SPORTS CLUB, LLC
THE SILVER SPRING SPORTS CLUB,
L.L.C.
113 4TH SPORTS CLUB, LLC
CRUNCH CFI ATLANTA, LLC
CRUNCH CFI GEORGIA, LLC
CRUNCH CFI GW, LLC
CRUNCH CFI NEW YORK, LLC
CRUNCH CFI SAN FRANCISCO, LLC
AGT UNION STREET LLC

By: 

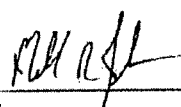
Name: _____

Title:

[Signature Page: Assignment of Trademarks]

ASSIGNEE:

CRUNCH IP HOLDINGS, LLC

By: 
Name: _____
Title:

[Signature Page: Assignment of Trademarks]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of August 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Jacobs, personally known to me (~~or proved to me on the basis of satisfactory evidence~~), to be the individual who executed the foregoing instrument on behalf of AGT Crunch Acquisition LLC, a Delaware limited liability company, Crunch CFI, LLC, a Delaware limited liability company, AGT Crunch Atlanta, LLC, a Delaware limited liability company, AGT Crunch Chicago LLC, a Delaware limited liability company, AGT Crunch Los Angeles LLC, a Delaware limited liability company, AGT Crunch Miami LLC, a Delaware limited liability company, AGT Crunch New York LLC, a Delaware limited liability company, AGT Crunch San Francisco LLC, a Delaware limited liability company, AGT Crunch Services LLC, a Delaware limited liability company, AGT Crunch Washington D.C. LLC, a Delaware limited liability company, Sports & Fitness Ventures, LLC, a New York limited liability company, Fort Greene Sports Club, LLC, a New York limited liability company, Hauppauge Sports Club, LLC, a New York limited liability company, Park Slope Sports Club, LLC a New York limited liability company, The Silver Spring Sports Club, L.L.C., a Maryland limited liability company, 113 4th Sports Club, LLC, a New York limited liability company, Crunch CFI Atlanta, LLC, a Delaware limited liability company, Crunch CFI Georgia, LLC, a Delaware limited liability company, Crunch CFI GW, LLC, a Delaware limited liability company, Crunch CFI New York, LLC, a Delaware limited liability company, Crunch CFI New York, LLC, a Delaware limited liability company, Crunch CFI San Francisco, LLC, a Delaware limited liability company, AGT Union Street LLC, a Delaware limited liability

company, as the President and Chief Financial Officer of such companies and acknowledged to me that the execution and delivery of said instrument was duly authorized by said companies.


Notary Public

(Affix Seal Below)



Notary Public - State of New York
No. 0176977430
Qualified in New York County
My Commission Expires

Schedule
Registrations

<u>MARK</u>	<u>REG. NO.:</u>	<u>REG. DATE</u>
CRUNCH and Design	1809668	12/07/1993
CRUNCH GEAR	1815978	01/11/1994
CRUNCH GEAR	1856269	09/27/1994
CRUNCH and Design	1942705	12/19/1995
CRUNCH	1942852	12/19/1995
CRUNCH	1949705	01/16/1996
CRUNCH and Design	1968967	04/16/1996
CRUNCH and Design	2510773	11/20/2001
CRUNCH	2643475	10/29/2002
CRUNCH RADIO	2721752	06/03/2003
RUFF YOGA	2888635	09/28/2004
CRUNCH and Design	3146012	09/19/2006
STILETTO STRENGTH	3393050	03/04/2008
CAMP CRUNCH	3551120	12/23/2008
NO JUDGEMENTS	3642308	06/23/2009
GUNNING	3707735	11/10/2009

Applications

<u>MARK</u>	<u>APPLN. NO.:</u>	<u>APPLN. DATE</u>
YOGAPALOOZA	77560631	09/02/2008
CRUNCH WEIGH	77899301	12/22/2009