

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
24 Hour Fitness USA, Inc.		04/22/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	3579243	12MILLIONLIVES.COM
Registration Number:	3665437	24 HOUR FITNESS 24 7 FITNESS
Registration Number:	3741704	24 HOUR FITNESS
Serial Number:	77596269	24 HOUR FITNESS
Registration Number:	2130895	24 HOUR FITNESS
Registration Number:	2477323	24 HOUR FITNESS
Registration Number:	2395501	24 HOUR FITNESS
Serial Number:	77863843	24 HOUR FITNESS
Registration Number:	2549894	24 HOUR FITNESS
Registration Number:	2633150	24 HOUR FITNESS
Registration Number:	2684457	24 HOUR FITNESS ACTIVE
Registration Number:	2926364	24 HOUR FITNESS EXPRESS
Registration Number:	2967036	24 HOUR FITNESS SOLUTIONS
Registration Number:	2499844	24 HOUR FITNESS SPORT

OP \$1790.00 3579243

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**TRADEMARK
 REEL: 004195 FRAME: 0584**

Registration Number:	3083119	24 HOUR FITNESS ULTRA-SPORT
Registration Number:	3410441	24 MINUTE WORKOUT
Registration Number:	2766955	24CYCLE
Registration Number:	2395153	24HOURFITNESS.COM
Serial Number:	77063801	24 SEVEN
Registration Number:	2903140	24SPLASH
Registration Number:	3081645	A<<
Registration Number:	2901523	ABXPRESS
Registration Number:	2936205	APEX
Serial Number:	75849816	APEX FITNESS GROUP
Registration Number:	3045062	APEX FIT
Serial Number:	78851695	APEX FITNESS GROUP VIRTUAL GYM
Registration Number:	3004281	APEX FIX
Registration Number:	3004280	APEX FIX
Registration Number:	3034722	APEX LEAN
Registration Number:	2997642	APEX MAX
Registration Number:	2701627	APEX TRAINING SYSTEM
Registration Number:	2854464	BCAA RECOVERY
Serial Number:	77954873	BODYBUGG
Serial Number:	77954848	BODYBUGG
Serial Number:	77954882	BODYBUGG
Serial Number:	77807238	BODYBUGG
Serial Number:	77807202	BODYBUGG
Registration Number:	3230870	BODYBUGG
Registration Number:	3276479	BODYBUGG
Registration Number:	2486093	CHANGE A LIFE
Registration Number:	2475729	ERGOGEN LABS
Registration Number:	1659143	FAMILY FITNESS CENTERS
Registration Number:	3415627	FIT LITE
Registration Number:	2785019	FIT:PERKS
Serial Number:	77663664	FIT4SOY
Serial Number:	77260493	FITNESS DONE RIGHT
Serial Number:	77654830	FITNESS MADE FUN AND EASY FOR EVERYONE
Registration Number:	2610698	FUEL STATION
Registration Number:	2838792	FUEL UP

Registration Number:	3276519	GET IN GET OUT GET FIT
Registration Number:	3269420	GET IN. GET OUT. GET FIT.
Registration Number:	2350909	GROUP X
Registration Number:	2769358	GROUP XPEDITION
Serial Number:	77487735	HOOPS24
Serial Number:	77487727	HOOPS24
Serial Number:	77487731	HOOPS24
Serial Number:	77487738	HOOPS24
Registration Number:	3579242	HOW WILL IT CHANGE YOU?
Serial Number:	77708007	LIVE BETTER
Registration Number:	2474429	RE:FRESH A DAY SPA
Registration Number:	3623537	S24
Registration Number:	3644085	S24 SOLUTIONS
Registration Number:	2453165	SPORTING CLUB BY 24 HOUR FITNESS
Registration Number:	2521827	TDR
Registration Number:	2734724	TEAMSPORTS
Registration Number:	3356789	THE LOOP
Registration Number:	2891438	XPRESS ZONE
Registration Number:	3521322	YOU24
Registration Number:	2997726	YOU 24
Registration Number:	3409995	YOU24 THE POWER OF WHAT YOU CAN BE
Serial Number:	77093627	YOU24 THE POWER OF WHAT YOU CAN BE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1123
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/

Date:

04/29/2010

Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 22, 2010 is made by 24 Hour Fitness USA, Inc., a California corporation, located at 12647 Alcosta Boulevard Suite 500 San Ramon, California 94583 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 22, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 24 Hour Fitness Worldwide, Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Agent, Wells Fargo Bank, National Association, as Documentation Agent, and Deutsche Bank AG New York Branch as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered a Guarantee and Collateral Agreement, dated as of April 22, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including certain Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby assigns, transfers, and grants a continuing security interest in, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under all Trademarks (including, without limitation, those items

listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

Notwithstanding the foregoing, the Collateral shall not include, and this Agreement shall not constitute a grant of a security interest in, any Excluded Property, including, without limitation, any intent to use trademark applications.

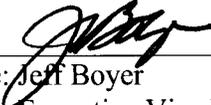
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

24 HOUR FITNESS USA, INC.

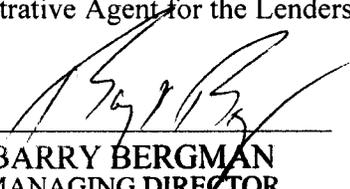
By: 
Name: Jeff Boyer
Title: Executive Vice President, Chief Financial Officer &
Assistant Secretary
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

24 HOUR FITNESS USA, INC.

By: _____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: **BARRY BERGMAN**
Title: **MANAGING DIRECTOR**
Date: April 22, 2010

ACKNOWLEDGMENT OF OBLIGOR

State of California)
 CONTRA)
County of *COSTA*)

On the *19TH* day of April, 2010, before me *SARAH J. ZALOUMIS* a Notary Public, personally appeared Jeff Boyer, the Executive Vice President, Chief Financial Officer & Assistant Secretary of 24 Hour Fitness USA, Inc., a California corporation; who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Sarah J. Zaloumis* (Seal)
Print Name: *SARAH J. ZALOUMIS*



SCHEDULE A

U.S. Trademarks Registrations and Applications

24 HOUR FITNESS USA, INC.					
Trademark	Status	Application No.	File Date	Registration Number	Registration Date
12MILLIONLIVES.COM	Registered	77/473120	5/13/2008	3579243	2/24/2009
24 HOUR 24 7 FITNESS & Double Fitness Design	Registered	77/063794	12/13/2006	3665437	8/11/2009
24 HOUR FITNESS	Registered	77/596250	10/20/2008	3741704	1/26/2010
24 HOUR FITNESS	Allowed ITU	77/596269	10/20/2008		
24 HOUR FITNESS	Renewed	74/641199	3/2/1995	2130895	1/20/1998
24 HOUR FITNESS & Design	Registered	75/818537	10/7/1999	2477323	8/14/2001
24 HOUR FITNESS & Design	Registered	75/772179	8/9/1999	2395501	10/17/2000
24 HOUR FITNESS & Design (Color)	Published	77/863843	3/11/2009		
24 HOUR FITNESS & Design II	Registered	76/245,751	4/23/2001	2549894	3/19/2002
24 HOUR FITNESS & Design II	Registered	76/245,850	4/23/2001	2633150	10/8/2002
24 HOUR FITNESS ACTIVE	Registered	76/200,768	1/25/2001	2684457	2/4/2003
24 HOUR FITNESS EXPRESS	Registered	78/304368	9/23/2003	2926364	2/15/2005
24 HOUR FITNESS SOLUTIONS	Registered	78/425793	5/26/2004	2967036	7/12/2005
24 HOUR FITNESS SPORT	Registered	76/002,229	3/16/2000	2499844	10/23/2001
24 HOUR FITNESS ULTRA-SPORT	Registered	76/200,767	1/25/2001	3083119	4/18/2006
24 MINUTE WORKOUT & Design	Registered	78/655955	6/22/2005	3410441	4/8/2008
24CYCLE	Registered	78/193617	12/11/2002	2766955	9/23/2003
24HOURFITNESS.COM	Registered	75/684566	4/14/1999	2395153	10/17/2000
24SEVEN & Double Loop Design	Allowed ITU	77/063801	12/13/2006		
24SPLASH	Registered	78/193632	12/11/2002	2903140	11/16/2004
A & Design	Registered	78/379381	3/5/2004	3081645	4/18/2006
ABXPRESS	Registered	78/193601	12/11/2002	2901523	11/9/2004

APEX & Design	Registered	78/346264	12/29/2003	2936205	3/29/2005
APEX FITNESS GROUP & Star Person Design	Registered	75/849816	11/16/1999		4/8/2003
APEX FIT (Stylized)	Registered	78/440633	6/24/2004	3045062	1/17/2006
APEX FITNESS GROUP VIRTUAL GYM	Allowed ITU	78/851695	3/31/2006		
APEX FIX (Stylized)	Registered	78/469695	8/18/2004	3004281	10/4/2005
APEX FIX (Stylized)	Registered	78/469684	8/18/2004	3004280	10/4/2005
APEX LEAN (Stylized)	Registered	78/440637	6/24/2004	3034722	12/27/2005
APEX MAX (Stylized)	Registered	78/440646	6/24/2004	2997642	9/20/2005
APEX TRAINING SYSTEM & Star Person Design	Registered	75/849815	11/16/1999	2701627	4/1/2003
BCAA RECOVERY	Registered	76/383823	3/18/2002	2854464	6/15/2004
BODYBUGG	Pending ITU	77/954873	3/9/2010		
BODYBUGG	Pending ITU	77/954848	3/9/2010		
BODYBUGG	Pending ITU	77/954882	3/9/2010		
BODYBUGG	Published ITU	77/807238	8/18/2009		
BODYBUGG	Published ITU	77/807202	8/18/2009		
BODYBUGG	Registered	78/540368	12/30/2004	3230870	4/17/2007
BODYBUGG	Registered	78/540369	12/30/2004	3276479	8/7/2007
CHANGE A LIFE	Registered	75/851203	11/16/1999	2486093	9/4/2001
ERGOGEN LABS	Registered	76/091507	7/19/2000	2475729	8/7/2001
FAMILY FITNESS CENTERS	Registered	74/061502	5/20/1990	1659143	10/1/1991
FIT LITE	Registered	78/549437	1/18/2005	3415627	4/22/2008
FIT:PERKS	Registered	78/113388	3/7/2002	2785019	11/18/2003
FIT4SOY	Registered	77/663664	2/4/2009		8/18/2009
FITNESS DONE RIGHT	Allowed ITU	77/260493	8/21/2007		
FITNESS MADE FUN AND EASY FOR EVERYONE	Allowed ITU	77/654830	1/22/2009		
FUEL STATION	Registered	78/005155	4/21/2000	2610698	8/20/2002
FUEL UP	Registered	78/255449	5/28/2003	2838792	5/4/2004
GET IN GET OUT GET FIT	Registered	78/550259	1/19/2005	3276519	8/7/2007
GET IN. GET OUT. GET FIT. (Stylized)	Registered	78/579573	3/3/2005	3269420	7/24/2007
GROUP X	Registered	75/584296	11/6/1998	2350909	5/16/2000
GROUP XPEDITION	Registered	78/193630	12/11/2002	2769358	9/30/2003
HOOPS24	Allowed ITU	77/487735	5/30/2008		
HOOPS24	Allowed ITU	77/487727	5/30/2008		
HOOPS24 & Design	Allowed ITU	77/487731	5/30/2008		
HOOPS24 & Design	Allowed ITU	77/487738	5/30/2008		

HOW WILL IT CHANGE YOU?	Registered	77/473116	5/13/2008	3579242	2/24/2009
LIVE BETTER	Suspended	77/708007	4/6/2009		
RE:FRESH A DAY SPA & Design	Registered	75/851202	11/16/1999	2474429	7/31/2001
S24 & Design	Registered	77/164548	4/24/2007	3623537	5/19/2009
S24 SOLUTIONS & Design	Registered	77/164546	4/24/2007	3644085	6/23/2009
SPORTING CLUB BY 24 HOUR FITNESS	Registered	76/047488	5/12/2000	2453165	5/22/2001
TDR	Registered	75/980351	6/9/2000	2521827	12/25/2001
TEAMSPORTS	Registered	78/100,733	1/3/2002	2734724	7/8/2003
THE LOOP	Registered	76/620507	11/15/2004	3356789	12/18/2007
XPRESS ZONE	Registered	78/319276	10/27/2003	2891438	10/5/2004
YOU24	Registered	77/093604	1/29/2007	3521322	10/21/2008
YOU24 (Stylized)	Registered	78/448784	7/9/2004	2997726	9/20/2005
YOU24 THE POWER OF WHAT YOU CAN BE	Registered	77/093614	1/29/2007	3409995	4/8/2008
YOU24 THE POWER OF WHAT YOU CAN BE	Allowed ITU	77/093627	1/29/2007		