

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
PFIP, LLC		09/24/2010	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 95

Property Type	Number	Word Mark
Serial Number:	77572104	
Serial Number:	77460345	BAGEL MORNING
Serial Number:	78943168	BLACK
Serial Number:	77836367	BIG LUNKS GYM 120 LBS
Serial Number:	77835204	PLANETFITNESS.COM BIG LUNKS GYM 120LBS
Serial Number:	77545932	
Serial Number:	77460300	COMFORT ZONE
Serial Number:	77890567	PLANET FITNESS IS HAVING A HUGE ONE DOLLAR SALE FOR ONE WEEK ONLY BETWEEN APRIL 1ST AND 7TH SIGN UP FOR ONLY \$1 THEN PAY JUST \$10 A MONTH HEY WHEN IT COMES TO GYMS WE'RE NUMBER ONE
Serial Number:	77460264	GOT MASSAGE?
Serial Number:	77460267	GOT TANNING?
Serial Number:	78708076	JFZ GYMS
Serial Number:	78708810	JFZ GYMS THE JUDGEMENT FREE ZONE

CH \$2390.00 77572104

TRADEMARK

Serial Number:	75816444	JUDGMENT FREE ZONE
Serial Number:	77460371	LEAVE EGOS HERE
Serial Number:	77515776	LEAVE EGOS HERE PLANET FITNESS
Serial Number:	76415288	LUNK ALARM
Serial Number:	77818546	LUNK ALARM LUNK(LUNK) N. [SLANG] ONE WHO GRUNTS, DROPS WEIGHTS OR JUDGES. [RICKY IS SLAMMING HIS WEIGHTS, WEARING A BODY BUILDING TANK TOP AND DRINKING OUT OF A GALLON WATER JUG...WHAT A LUNK!]
Serial Number:	76254435	NO CRITICS
Serial Number:	77552777	NO CRITICS
Serial Number:	77515726	NO DUMBELLS ALLOWED
Serial Number:	77460381	NO EGOS
Serial Number:	77467947	NO EMBARRASSMENT
Serial Number:	77460334	NO GRUNT ZONE
Serial Number:	77471532	NO INTIMIDATION
Serial Number:	77460430	NO INTIMIDATION WHATSOEVER!
Serial Number:	77460420	NO INTIMIDATION ZONE
Serial Number:	77460407	NON INTIMIDATING
Serial Number:	77647344	P.E. AT P.F.
Serial Number:	77460294	PF
Serial Number:	77377062	PF BLACK CARD
Serial Number:	77460324	PF EXPRESS
Serial Number:	77515847	PF EXPRESS 30 MINUTE WORKOUT
Serial Number:	77572287	PF EXPRESS
Serial Number:	77515745	PF GROOVE
Serial Number:	75555765	NO DUMBELLS ALLOWED PF GYMS
Serial Number:	77331789	PF PLANET FITNESS
Serial Number:	77331824	PF PLANET FITNESS
Serial Number:	77331757	PF
Serial Number:	77457337	PF
Serial Number:	77541406	PF= NO CRITICS
Serial Number:	77460361	PIZZA NIGHT
Serial Number:	78569357	PLANET DEVELOPMENT
Serial Number:	74435592	PLANET FITNESS
Serial Number:	74679805	PLANET FITNESS
		PLANET FITNESS REWARDS PLANET FITNESS

TRADEMARK

REEL: 004286 FRAME: 0341

Serial Number:	77482388	REWARDS.COM
Serial Number:	78442815	PLANET FITNESS THE JUDGEMENT FREE ZONE
Serial Number:	77544611	PLANET FITNESS
Serial Number:	77060305	PLANET FITNESS
Serial Number:	77723010	PLANET FITNESS THE JUDGEMENT FREE ZONE = NO CRITICS
Serial Number:	77499571	
Serial Number:	78892436	
Serial Number:	77693918	
Serial Number:	77460322	RELAXATION ZONE
Serial Number:	77460281	YOU BELONG
Serial Number:	77359027	ZONA DE PRUEBA LIBRE PLANET FITNESS
Serial Number:	85121475	ANY ONE, ANY WAY, ANY HOW
Serial Number:	85122696	BELIEVE IT!
Serial Number:	85122715	BELIEVE THE HYPE!
Serial Number:	85047925	BLACK CARD CUTS
Serial Number:	85047935	BLACK CARD CUTS
Serial Number:	77836345	BIG LUNKS GYM 120 LBS
Serial Number:	77644592	BOGO
Serial Number:	85122593	CRAZY, NUTS, YOU BETCHA!
Serial Number:	77735684	GOT PLANET?
Serial Number:	77922506	JUDGEMENT FREE
Serial Number:	77922541	JUDGMENT FREE
Serial Number:	77783700	LUNK
Serial Number:	77297406	LUNK
Serial Number:	77875358	LUNKHEAD
Serial Number:	77875360	LUNKHEADS
Serial Number:	77875353	LUNKS
Serial Number:	85122788	NEW NAME - NEW ATMOSPHERE - NO ATTITUDE
Serial Number:	85122720	NO COMMITMENT!
Serial Number:	85124826	NO COMMITMENT! NO CATCHES!
Serial Number:	85122736	NO COMMITMENT! NO KIDDING!
Serial Number:	77875348	NO EGOS
Serial Number:	85122499	NO ENGAÑOS NO TRUCOS AL MES
Serial Number:	77875366	NO LUNKHEADS

Serial Number:	77875363	NO LUNKS
Serial Number:	85041596	NO LUNKS @ PLANET FITNESS
Serial Number:	85122811	NO SALESMEN - NO COMMITMENT - NO KIDDING
Serial Number:	85122836	NO STRINGS, NO OBLIGATIONS, WE PROMISE...
Serial Number:	85019055	ONE GYM HAS EVOLVED BEYOND GRUNTING
Serial Number:	85019562	ONLY A DUMBELL WOULD PAY MORE
Serial Number:	77516569	PLANET
Serial Number:	77827788	
Serial Number:	77827756	
Serial Number:	77895722	
Serial Number:	85122761	WHO CARES ABOUT STATUS?
Serial Number:	77885382	
Serial Number:	85122680	YOWZAH...
Serial Number:	85122497	ZERO, NOTHING, NADA
Serial Number:	85124673	ZERO, NOTHING, NULL, NIL, NAUGHT, CIPHER, GOOSE EGG, NO ONE, NICHTS, ZIPPO, [SLANG], QUI VIVE, ABSENCE, [MORE], [ADJECTIVES] PNE, NOT ANY, NARY A ONE, NEVER A, A WHIT OF, NOT OF, NOT A DROP, OF A SPECK OF, NOT A JOT, NOT A TRACE, NOT A HINT OF, NOT A SMIDGEN OF, SUSPICION OF, NOT A
Serial Number:	85122850	ZERO. ZILCH.ZIP
Serial Number:	85122804	ZERO - ZIP - ZILCH

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125586352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 West Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	80034-1354
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	09/29/2010

Total Attachments: 10

TRADEMARK
REEL: 004286 FRAME: 0343

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 24, 2010, is made by PFIP, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 24, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder, provided that nothing herein shall require the Grantor to do any of the foregoing with respect to any Trademarks or IP Licenses no longer used in or material to the business of the Credit Parties.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PFIP, LLC
as Grantor

By:  _____

Name: Marc Grondahl

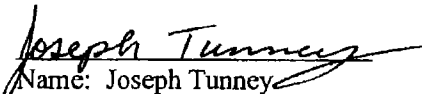
Title: Manager

Signature Page to Trademark Security Agreement

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Joseph Tunney
Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement

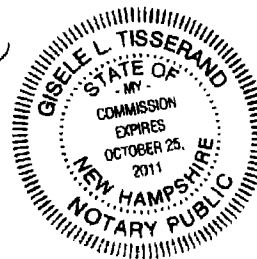
TRADEMARK
REEL: 004286 FRAME: 0348

ACKNOWLEDGMENT OF GRANTOR

State of New Hampshire)
) ss.
County of Rockingham)

On this 23rd day of September, 2010 before me personally appeared Marc Grondahl, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PFIP, LLC, who being by me duly sworn did depose and say that he is an authorized signatory of said company, that the said instrument was signed on behalf of said company as authorized by its managers and that he acknowledged said instrument to be the free act and deed of said company.

Gisèle L. Tisserand
Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Status	Filing Date	Appln. No.	Class(es)	Reg. No.	Reg. Date	Dates of Use
USA	Registered	17-Sep-2008	77/572,104	41 Int.	3665999	11-Aug-2009	01-Oct-07
USA	Registered	29-Apr-2008	77/460,345	41 Int.	3758325	09-Mar-2010	01-Nov-05
USA	Registered	02-Aug-2006	78/943,168	41 Int.	3389028	26-Feb-2008	01-Aug-05
USA	Registered	28-Sep-2009	77/836,367	25 Int., 41 Int.	3789929	18-May-2010	01-May-06
USA	Registered	25-Sep-2009	77/835,204	41 Int.	3816997	13-Jul-2010	01-May-06
USA	Registered	13-Aug-2008	77/545,932	41 Int.	3756275	02-Mar-2010	01-May-98
USA	Registered	29-Apr-2008	77/460,300	41 Int.	3842053	31-Aug-2010	15-Jun-10
USA	Registered	10-Dec-2009	77/890,567	41 Int.	3837181	24-Aug-2010	01/31/09 & 04/28/09
USA	Registered	29-Apr-2008	77/460,264	41 Int.	3825659	27-Jul-2010	01-Nov-07
USA	Registered	29-Apr-2008	77/460,267	41 Int.	3842052	31-Aug-2010	15-Jun-10
USA	Registered	07-Sep-2005	78/708,076	41 Int.	3437826	27-May-2008	18-Oct-05
USA	Registered	08-Sep-2005	78/708,810	41 Int.	3303904	02-Oct-2007	18-Oct-05
USA	Registered	06-Oct-1999	75/816,444	41 Int.	2377662	15-Aug-2000	01-Jan-98
USA	Registered	29-Apr-2008	77/460,371	41 Int.	3584435	03-Mar-2009	01-Jun-07
USA	Registered	07-Jul-2008	77/515,776	41 Int.	3546875	16-Dec-2008	01-Jun-07
USA	Registered	05-Jun-2002	76/415,288	41 Int.	2693142	04-Mar-2003	01-Nov-98
USA	Registered	02-Sep-2009	77/818,546	41 Int.	3840195	31-Aug-2010	01-Sep-09
USA	Registered	09-May-2001	76/254,435	41 Int.	2654980	26-Nov-2002	01-Apr-02

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TRADEMARK
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Country	Status	Filing Date	Appln. No.	Class(es)	Reg. No.	Reg. Date	Dates of Use
USA	Registered	21-Aug-2008	77/552,777	41 Int.	3665949	11-Aug-2009	01-Sep-06
USA	Registered	07-Jul-2008	77/515,726	41 Int.	3550196	23-Dec-2008	01-Jan-98
USA	Registered	29-Apr-2008	77/460,381	41 Int.	3828818	03-Aug-2010	15-Jun-10
USA	Registered	07-May-2008	77/467,947	41 Int.	3842076	31-Aug-10	15-Jun-10
USA	Registered	29-Apr-2008	77/460,334	41 Int.	3842056	31-Aug-2010	15-Jun-10
USA	Registered	12-May-2008	77/471,532	41 Int.	3835636	17-Aug-2010	15-Jun-10
USA	Registered	29-Apr-2008	77/460,430	41 Int.	3835625	17-Aug-2010	15-Jun-10
USA	Registered	29-Apr-2008	77/460,420	41 Int.	3835624	17-Aug-2010	15-Jun-10
USA	Registered	29-Apr-2008	77/460,407	41 Int.	3838385	24-Aug-2010	15-Jun-10
USA	Registered	12-Jan-2009	77/647,344	41 Int.	3711362	17-Nov-2009	01-May-96
USA	Registered	29-Apr-2008	77/460,294	41 Int.	3614927	05-May-2009	01-Jan-96
USA	Registered	22-Jan-2008	77/377,062	41 Int.	3569191	03-Feb-2009	01-Aug-05
USA	Registered	29-Apr-2008	77/460,324	41 Int.	3793766	25-May-2010	01-Jun-05
USA	Registered	07-Jul-2008	77/515,847	41 Int.	3611493	28-Apr-2009	01-Jul-06
USA	Registered	17-Sep-2008	77/572,287	41 Int.	3622302	19-May-2009	31-Dec-04
USA	Registered	07-Jul-2008	77/515,745	41 Int.	3717444	01-Dec-2009	01-Jan-00
USA	Registered	21-Sep-1998	75/555,765	41 Int.	2370028	25-Jul-2000	01-Jan-98
USA	Registered	16-Nov-2007	77/331,789	25 Int., 41 Int.	3566625	27-Jan-2009	01-May-02
USA	Registered	16-Nov-2007	77/331,824	25 Int., 41 Int.	3566626	27-Jan-2009	01-May-03
USA	Registered	16-Nov-2007	77/331,757	25 Int., 41 Int.	3566624	27-Jan-2009	20-Jun-05
USA	Registered	24-Apr-2008	77/457,337	41 Int.	3614919	05-May-2009	01-Jan-96
USA	Registered	07-Aug-2008	77/541,406	41 Int.	3550212	23-Dec-2008	01-Jan-03
USA	Registered	29-Apr-2008	77/460,361	41 Int.	3758327	09-Mar-2010	01-Nov-05

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Country	Status	Filing Date	Appln. No.	Class(es)	Reg. No.	Reg. Date	Dates of Use
USA	Registered	17-Feb-2005	78/569,357	37 Int.	3325981	30-Oct-2007	01-May-05
USA	Registered	10-Sep-1993	74/435,592	25 Int., 41 Int.	2438677	27-Mar-2001	01-Aug-93
USA	Registered	25-May-1995	74/679,805	41 Int.	2698976	25-Mar-2003	01-Aug-93
USA	Registered	23-May-2008	77/482,388	41 Int.	3690231	29-Sep-2009	01-Jul-08
USA	Registered	29-Jun-2004	78/442,815	41 Int.	3105988	20-Jun-2006	01-May-02
USA	Registered	12-Aug-2008	77/544,611	41 Int.	3546881	16-Dec-2008	01-May-03
USA	Registered	08-Dec-2006	77/060,305	25 Int., 41 Int.	3387627	26-Feb-2008	01-May-02
USA	Registered	27-Apr-2009	77/723,010	41 Int.	3698901	20-Oct-2009	01-Jan-03
USA	Registered	16-Jun-2008	77/499,571	28 Int., 41 Int.	3665723	11-Aug-2009	01-Jul-04
USA	Registered	25-May-2006	78/892,436	41 Int.	3385516	19-Feb-2008	01-Jan-98
USA	Registered	18-Mar-2009	77/693,918	41 Int.	3756871	09-Mar-2010	01-Jan-05
USA	Registered	29-Apr-2008	77/460,322	41 Int.	3842055	31-Aug-2010	15-Jun-10
USA	Registered	29-Apr-2008	77/460,281	41 Int.	3584434	03-Mar-2009	01-Nov-97
USA	Registered	24-Dec-2007	77/359,027	41 Int.	3501184	16-Sep-2008	01-Aug-06

2. TRADEMARK APPLICATIONS

Country	Status	Filing Date	Appln. No.	Class(es)	Dates of Use
USA	Pending	02-Sep-2010	85/121,475	41 Int.	TBD
USA	Pending	03-Sep-2010	85/122,696	41 Int.	01-Aug-06
USA	Pending	03-Sep-2010	85/122,715	41 Int.	01-Aug-06
USA	Pending	26-May-2010	85/047,925	44 Int.	TBD
USA	Pending	26-May-2010	85/047,935	44 Int.	TBD
USA	Published	28-Sep-2009	77/836,345	25 Int., 41 Int.	TBD

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Country	Status	Filing Date	Appln. No.	Class(es)	Dates of Use
USA	Published	07-Jan-2009	77/644,592	41 Int.	01-Jul-06
USA	Pending	03-Sep-2010	85/122,593	41 Int.	01-Aug-06
USA	Published	13-May-2009	77/735,684	25 Int., 41 Int.	TBD
USA	Pending	28-Jan-2010	77/922,506	41 Int.	01-Jan-98
USA	Pending	28-Jan-2010	77/922,541	41 Int.	01-May-05
USA	Published	17-Jul-2009	77/783,700	41 Int.	01-May-04
USA	Published	05-Oct-2007	77/297,406	25 Int.	18-May-10
USA	Published	18-Nov-2009	77/875,358	25 Int., 41 Int.	TBD
USA	Published	18-Nov-2009	77/875,360	25 Int., 41 Int.	TBD
USA	Published	18-Nov-2009	77/875,353	25 Int., 41 Int.	TBD
USA	Pending	03-Sep-2010	85/122,788	41 Int.	01-Aug-06
USA	Pending	03-Sep-2010	85/122,720	41 Int.	01-Aug-06
USA	Pending	08-Sep-2010	85/124,826	41 Int.	USE BASED- NEED DATES
USA	Pending	03-Sep-2010	85/122,736	41 Int.	01-Aug-06
USA	Pending	18-Nov-2009	77/875,348	25 Int.	TBD
USA	Pending	03-Sep-2010	85/122,499	41 Int.	TBD
USA	Published	18-Nov-2009	77/875,366	25 Int., 41 Int.	TBD
USA	Published	18-Nov-2009	77/875,363	25 Int., 41 Int.	TBD
USA	Pending	18-May-2010	85/041,596	25 Int.	18-May-10
USA	Pending	03-Sep-2010	85/122,811	41 Int.	01-Aug-06
USA	Pending	03-Sep-2010	85/122,836	41 Int.	USE BASED- NEED DATES
USA	Pending	21-Apr-2010	85/019,055	41 Int.	13-Oct-09

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Country	Status	Filing Date	Appln. No.	Class(es)	Dates of Use
USA	Pending	21-Apr-2010	85/019,562	41 Int.	30-Nov-09
USA	Published	08-Jul-2008	77/516,569	41 Int.	TBD
USA	Pending	16-Sep-2009	77/827,788	41 Int.	01-Jan-98
USA	Pending	16-Sep-2009	77/827,756	41 Int.	01-Jan-98
USA	Pending	17-Dec-2009	77/895,722	41 Int.	TBD
USA	Pending	03-Sep-2010	85/122,761	41 Int.	18-Apr-05
USA	Pending	03-Dec-2009	77/885,382	41 Int.	01-Jan-98
USA	Pending	03-Sep-2010	85/122,680	41 Int.	01-Aug-06
USA	Pending	03-Sep-2010	85/122,497	41 Int.	TBD
USA	Pending	08-Sep-2010	85/124,673	41 Int.	TBD
USA	Pending	03-Sep-2010	85/122,850	41 Int.	USE BASED- NEED DATES
USA	Pending	03-Sep-2010	85/122,804	41 Int.	01-Aug-06

3. IP LICENSES

None.

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