

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
IP Holdings, LLC		09/22/2010	LIMITED LIABILITY COMPANY: KENTUCKY

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking corporation: OHIO

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3813669	URBAN WARRIOR
Registration Number:	3810359	TRIPLE FIT
Serial Number:	77867910	STRIKE FORCE
Serial Number:	77866973	POW!R PLAYT
Registration Number:	3619383	URBAN ACTIVE
Serial Number:	77465385	URBAN ACTIVE EXPRESS
Serial Number:	77465383	URBAN ACTIVE EXPRESS
Serial Number:	77465373	UAX
Serial Number:	77465364	UAX
Registration Number:	3655593	URBAN IRON
Registration Number:	3661726	URBAN ACTIVE TAN
Registration Number:	3655567	URBAN ACTIVE
Registration Number:	3588255	GET ACTIVE. GO URBAN.
Registration Number:	3592082	URBAN ACTIVE FITNESS

CH \$390.00 3813669

Registration Number:	3485924	URBAN ACTIVE
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CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	27662-0053
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	10/06/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 22, 2010, is made by **IP Holdings, LLC**, a Kentucky limited liability company (the "Company"), in favor of **Fifth Third Bank**, an Ohio banking corporation (successor by merger to Fifth Third Bank, a Michigan banking corporation) ("Bank").

RECITALS

WHEREAS, Global Fitness Holdings, LLC, a Kentucky limited liability company ("GFH"), the Company, certain other subsidiaries of GFH and Bank are parties to a Security Agreement dated as of September 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; all capitalized terms contained in this Agreement (and which are not otherwise specifically defined herein) shall have the meanings given such terms in the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to Bank a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark applications, trade names, trade styles, trade secrets, goodwill and registrations, to secure the payment and performance in full of all of the Liabilities and all of the Guaranteed Obligations;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Security Agreement, to secure the payment and performance in full of all of the Liabilities and all of the Guaranteed Obligations, the Company hereby grants to Bank a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. Each of the Company and Bank hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Common Terms Agreement

and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

IP HOLDINGS, LLC

By: Global Fitness Holdings, LLC, its
Sole Member

By: 
Name: Royce G. Pulliam
Title: Manager

Acknowledged and agreed to:

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

IP HOLDINGS, LLC

By: Global Fitness Holdings, LLC, its
Sole Member

By: _____

Name: Royce G. Pulliam

Title: Manager

Acknowledged and agreed to:

FIFTH THIRD BANK

By: Gracie Park
Name: GRAEME L JACK
Title: SVP

STATE OF Kentucky)
) SS.
COUNTY OF FAYETTE)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Royce G. Pulliam, personally known to me to be the Manager of Global Fitness Holdings, LLC, a Kentucky limited liability company and the sole member of IP Holdings, LLC, a Kentucky limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the sole member of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 22nd day of September, 2010.

(NOTARIAL SEAL)

Deborah K. Beason
Notary Public

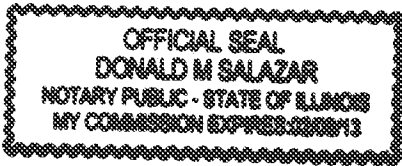
My Commission Expires: 10/30/10


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Graeme Jack, personally known to me to be the Senior Vice President of Fifth Third Bank, an Ohio banking corporation (successor by merger to Fifth Third Bank, a Michigan banking corporation), personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 22nd day of September, 2010.

(NOTARIAL SEAL)





Donald M Salazar
Notary Public

My Commission Expires: February 9, 2013

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Urban Warrior	U.S.	77866297 11-5-09	3813669 7-6-10
Triple Fit	U.S.	77866303 11-5-09	3810359 6-29-10
Strike Force	U.S.	77867910 11-9-09	N/A
Pow!R Playt	U.S.	77866973 11-6-09	N/A
Urban Active	U.S.	77606971 11-4-08	3619383 2-24-09
Urban Active Express	U.S.	77465385 5-5-08	N/A
Urban Active Express	U.S.	77465383 5-5-08	N/A
Uax	U.S.	77465373 5-5-08	N/A
Uax	U.S.	77465364 5-5-08	N/A
Urban Iron	U.S.	77444094 4-9-08	3655593 7-14-09
Urban Active Tan	U.S.	77443738 4-9-08	3661726 7-29-08
Urban Active	U.S.	77438832 4-3-08	3655567 7-14-09
Get Active. Go Urban.	U.S.	77308574 10-19-07	3588255 3-10-09
Urban Active Fitness	U.S.	77199355 6-6-07	3592082 3-17-09
Urban Active	U.S.	77199323 6-6-07	3485924 8-12-08