

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fitness Together Franchise Corporation		11/30/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Blackrock Kelso Capital Corporation		
Street Address:	40 East 52nd Street		
Internal Address:	21st floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3760855	FT FITNESS TOGETHER	
Registration Number:	2373930	FITNESS TOGETHER	
Registration Number:	3761267	FT FITNESS TOGETHER 1 CLIENT 1 TRAINER 1 GOAL	
Registration Number:	2478909	1 CLIENT, 1 TRAINER, 1 GOAL	
Registration Number:	3804781	NUTRITION TOGETHER	
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com, jnici@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Attn: Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		

OP \$140.00 3760855

900177708

TRADEMARK
REEL: 004423 FRAME: 0770

ATTORNEY DOCKET NUMBER:	121155166496
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	12/02/2010
Total Attachments: 5 source=blackrock security agt#page1.tif source=blackrock security agt#page2.tif source=blackrock security agt#page3.tif source=blackrock security agt#page4.tif source=blackrock security agt#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 3 (this "*IP Security Agreement Supplement*") dated November 30, 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. Jervik
Title: President and CEO

**ELEMENTS THERAPEUTIC MASSAGE,
INC.**

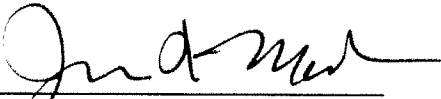
By: _____
Name: Jeffrey L. Jervik
Title: President and CEO

[Signature Page to Intellectual Property Security Agreement Supplement No. 3]

AGENT:

**BLACKROCK KELSO CAPITAL
CORPORATION**

By: BLACKROCK KELSO CAPITAL
ADVISORS LLC,
its Investment Manager

By: 

Name: James R. Maher
Title: Chairman & C.E.O.

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

**TRADEMARK
REEL: 004423 FRAME: 0775**

SCHEDULE A

TRADEMARKS

<u>Grantor</u>	<u>Domain Name/ Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Application / Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
FTFC	FT Fitness Together	USA	3,760,855	77,793,274	07/30/2009	3/16/2010
FTFC	Fitness Together	USA	2,373,930	75,610,224	12/22/1998	8/1/2000
FTFC	FT Fitness Together 1 Client, 1 Trainer, 1 Goal (model and design)	USA	3,761,267	77,806,416	08/17/2009	3/16/2010
FTFC	1 Client, 1 Trainer, 1 Goal	USA	2,478,909	75,617,063	12/29/1998	8/21/2001
FTFC	Nutrition Together	USA	3,804,781	77,816,851	08/31/2009	6/15/2010
ETMI	Elements Therapeutic Massage (model and design)	USA	3,407,418	78,979,793	05/26/2006	04/01/2008
ETMI	Elements Therapeutic Massage (model and design)	USA	3,761,266	77,806,394	08/17/2009	3/16/2010
ETMI	Elements 3 tear drops	USA	3,760,865	77,793,333	07/30/2009	3/16/2010
ETMI	Elements Spa and Shop	USA	3,144,204	78,406,546	04/22/2004	09/19/2006