

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partnership Capital Growth-AFI Fund I, L.P., As Agent		12/16/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Anytime Fitness, LLC		
Street Address:	12181 Margo Ave. S.		
City:	Hastings		
State/Country:	MINNESOTA		
Postal Code:	55033		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2814114	ANYTIME FITNESS	
Registration Number:	3302636	ANYTIME FITNESS	
Registration Number:	3316351	ANYTIME FITNESS EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
Phone:	612-492-6863		
Email:	Frank.Kari@dorsey.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kari B. Frank		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M230525		

NAME OF SUBMITTER:	Kari B. Frank
Signature:	/Kari B. Frank/
Date:	12/21/2011
Total Attachments: 2 source=Anytime Fitness Release of Security Interest-v1#page1.tif source=Anytime Fitness Release of Security Interest-v1#page2.tif	

DISCHARGE OF RECORDED SECURITY INTEREST IN TRADEMARKS

WHEREAS, by a Security Agreement dated December 11, 2009 (the "Security Agreement") Anytime Fitness, LLC ("Anytime Fitness") granted a security interest in the United States trademarks listed on Exhibit A attached hereto (the "Collateral") to Partnership Capital Growth - AFI Fund I, L.P., as Agent (hereinafter referred to as the "Secured Party"), in order to secure repayment of certain amounts then owing to the Secured Party (herein called the "Indebtedness").

AND WHEREAS the Security Agreement was recorded in the records of the United States Patent and Trademark Office (herein referred to as the "U.S. Trademark Office") on December 14, 2009 and such recordation is located on Reel 4121 at Frame 0638 of the U.S. Trademark Office.

NOW THEREFORE, to all who it may concern be it known that for and in consideration of the payment to the Secured Party of the full amount of the Indebtedness, the Secured Party hereby (a) releases and discharges all the security interests granted by the Security Agreement, being the security interests granted in respect of the patents and trademarks and all other Collateral and (b) acknowledges, confirms and agrees that the Security Agreement is discharged, released and terminated and of no further force or effect.

Executed at 3pm this 16th day of December 2011.

PARTNERSHIP CAPITAL GROWTH - AFI FUND I, L.P., AS AGENT.

By: _____

(Authorized signatory)

BRENT KNUDSEN MANAGING PARTNER

(Print name and title)

EXHIBIT A
TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Anytime Fitness	78/120,117	April 8, 2002	2,814,114	February 10, 2004
Anytime Fitness	78/971,981	Sept. 12, 2006	3,302,636	October 2, 2007
Anytime Fitness Express	77/087,843	January 22, 2007	3,316,351	October 23, 2007