

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
Anytime Fitness, LLC		12/13/2011	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	135 S. LaSalle Street
Internal Address:	IL4-135-04-13
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2814114	ANYTIME FITNESS
Registration Number:	3302636	ANYTIME FITNESS
Registration Number:	3316351	ANYTIME FITNESS EXPRESS
Registration Number:	3883689	ANYTIME HEALTH

CORRESPONDENCE DATA

Fax Number: (612)340-8856
 Phone: 612-492-6863
 Email: Frank.Kari@dorsey.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kari B. Frank
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ATTORNEY DOCKET NUMBER:	M230525
NAME OF SUBMITTER:	Kari B. Frank
Signature:	/Kari B. Frank/
Date:	12/22/2011
Total Attachments: 4 source=Anytime Fitness Security Interest#page1.tif source=Anytime Fitness Security Interest#page2.tif source=Anytime Fitness Security Interest#page3.tif source=Anytime Fitness Security Interest#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:


Please be advised that pursuant to that certain Pledge and Security Agreement dated as of December 13, 2011 (the "Pledge and Security Agreement") by and among the undersigned Grantor and the other Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as the administrative agent (the "Administrative Agent") for the lenders referenced therein (the "Lenders"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications listed on the attached Schedule A to the Administrative Agent for the ratable benefit of the Lenders.

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Each of the undersigned hereby acknowledges and agrees that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Pledge and Security Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

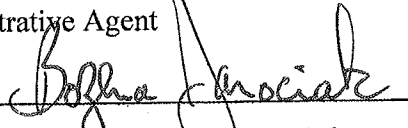
Very truly yours,

ANYTIME FITNESS, LLC


By: 
Name: Chuck Ryan
Title: CEO

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Bozena Janociak
Title: Assistant Vice President

Schedule A

	Owner	County	Trademark	Status	Registration Number	Registration Date	Filing Date	Date Affidavit of Use/ Renewal Due Date	Has Affidavit of Use/ Renewal Filed?
1.	Anytime Fitness LLC	United States	ANYTIME FITNESS	Registered	2814114	02/10/04	04/08/02		
2.	Anytime Fitness LLC	United States		Registered	3302636	10/02/07	09/12/06		
3.	Anytime Fitness LLC	United States	ANYTIME FITNESS EXPRESS	Registered	3316351	10/23/07	01/22/07		
4.	Anytime Fitness LLC	United States	ANYTIME HEALTH	Registered	3883689	11/30/10	05/13/09		
4.	Anytime Fitness LLC	United States	THE CLUB FOR BUSY PEOPLE	Pending			06/02/11		
6.	Anytime Fitness LLC	United States	WORKING OUT SUCKS	Pending			06/02/11		
7.	Anytime Fitness LLC	United States	Miscellaneous Design	Pending			02/18/11		