

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
Lifestyle Family Fitness, Inc.		11/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	201 E. Kennedy Blvd., Suite 1800
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	Ohio banking corporation: OHIO

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3258305	BRING YOUR BODY TO LIFESTYLE
Registration Number:	3241740	\$AVE WITH YOUR CARD LIFESTYLE FAMILY FITNESS
Registration Number:	3437663	LIFESTYLE
Registration Number:	3830456	MAX STRETCH RELAX RELEASE
Registration Number:	3656897	YOURLIFESTYLE PATH
Registration Number:	3709877	LIFESTYLE MEMBER REWARDS
Registration Number:	3709873	LIFESTYLE REWARDS
Registration Number:	3274058	LIFESTYLE LIFECENTER
Registration Number:	3264214	LIFESTYLE LIFECENTER
Registration Number:	3350866	LIFESTYLE FAMILY FITNESS
Registration Number:	3350865	LIFESTYLE FAMILY FITNESS
Registration Number:	3409842	LIFESTYLE LIFECENTER
Registration Number:	3419094	LIFESTYLE LIFECENTER
Registration Number:	3254523	BRING YOUR BODY TO LIFE

OP \$415.00 3258305

Registration Number:	2507045	COMMIT TO A LIFESTYLE NOT A CONTRACT
Registration Number:	2712411	LIFESTYLE

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6660.006
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	01/09/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of November, 2011, by LIFESTYLE FAMILY FITNESS, INC., a Delaware corporation ("Grantor") in favor of FIFTH THIRD BANK, as agent ("Agent") for certain Lenders.

W I T N E S S E T H

WHEREAS, Grantor, Agent and Lenders have entered into a certain Credit Agreement dated as of May 25, 2007 (as the same has been amended to date and may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Agent and Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of May 25, 2007, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit

Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Agent that:

a) except as otherwise disclosed in the Credit Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

c) Grantor has the limited liability company power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in, or grant any license (except in the ordinary course of business) under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Agreement, except that Grantor may abandon immaterial Trademarks that no longer have value or use in Grantor's business in Grantor's reasonable business judgment.

5. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full or before the Credit Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantor. Grantor shall (i) file and prosecute diligently any material trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor, and (iii) ensure that the material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 6 shall be borne by Grantor.

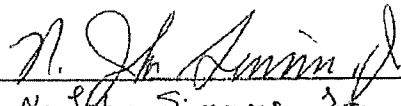
7. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Credit Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Florida. Grantor hereby further acknowledges and agrees that the use by Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Agent to Grantor.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LIFESTYLE FAMILY FITNESS, INC., a Delaware corporation

By: 
Name: N. John Simmons, Jr.
Title: CEO

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK, as Agent

By: _____
Its: _____

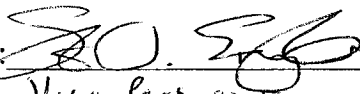
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LIFESTYLE FAMILY FITNESS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK, as Agent

By: 
Its: Vice President

SCHEDULE 1**TRADEMARKS**

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Bring Your Body to Lifestyle	78930980	3258305	07/03/2007
\$ave With Your Card Lifestyle Family Fitness	78833047	3241740	05/15/2007
Lifestyle and design	78563393	3437663	05/27/2008
Max Stretch Relax Release	77774517	3830456	08/10/2010
Yourlifestyle Path	77536752	3656897	07/21/2009
Lifestyle Member Rewards	77523909	3709877	11/10/2009
Lifestyle Rewards	77523469	3709873	11/10/2009
Lifestyle Lifecenter and design	77052691	3274058	08/07/2007
Lifestyle Lifecenter	77052685	3264214	07/17/2007
Lifestyle Family Fitness and design	77041717	3350866	12/11/2007
Lifestyle Family Fitness	77041713	3350865	12/11/2007
Lifestyle Lifecenter	77032851	3409842	04/08/2008
Lifestyle Lifecenter and design	77032849	3419094	04/29/2008
Bring Your Body to Life	76664622	3254523	06/26/2007
Commit to a Lifestyle Not a Contract	76217446	2507045	11/13/2001
Lifestyle	75861818	2712411	05/06/2006