

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
INTERNET FITNESS, LLC		07/05/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CREDIT CASH NJ, LLC		
Street Address:	505 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3846000	SMOOTH FITNESS	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Amster, Rothstein & Ebenstein LLP		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	27177/0007		
NAME OF SUBMITTER:	Richard S. Mandaro		
Signature:	/Richard S. Mandaro/		

CH \$40.00 3846000

Date:

07/10/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated July 5, 2012, is made by INTERNET FITNESS, LLC (the "Grantor") in favor of CREDIT CASH NJ, LLC, a DE company with an operating office at 505 Park Ave., 6th FL., NY, NY 10022 (the "Secured Party").

WHEREAS, Grantor has executed and delivered a certain Corporate Guaranty dated on or about July 5, 2012 made by the Grantor to the Secured Party (as may be amended, supplemented or otherwise modified from time to time, collectively the "Guaranty"). Terms defined in the Guaranty and not otherwise defined herein are used herein as defined in the Guaranty.

WHEREAS, under the terms of the Guaranty, the Grantor has granted to the Secured Party a security interest in, among other property, certain general intangibles including, but not limited to, trademarks and trademark applications of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities. This Trademark Security Agreement shall be deemed to be a financing statement under the Guaranty.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Secured Party a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application therefor, referred to in **Schedule 1** hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark license to which the Grantor is a party, including, without limitation, each Trademark license referred to in **Schedule 2** hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect or otherwise recover such damages.

Section 2. *No Transfer of Grantor's Rights.* Except to the extent expressly permitted in the Guaranty, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. *Warranties and Representations.*

(i) Grantor believes it has the sole, full and clear title to the Trademarks in the United States shown on **Schedule 1** hereto for the goods and services with which the Trademarks are used, and believes that any registrations thereof are valid and subsisting and in full force and effect. Grantor has used and will continue to use for the duration of this Agreement standards of quality in the manufacture of products sold under the Trademarks that are at least equal to those standards in effect as of the date of this Agreement.

(ii) Grantor (either itself or through its licensees) will continue to use the Trademarks in connection with the applicable goods to maintain the Trademarks in full force and effect free from any claim of abandonment for non-use and Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated; provided, however, that Grantor may choose, in its reasonable business judgment, to abandon any Trademark if Grantor deems, that doing so is in the best business interests of Grantor. Grantor agrees to notify the Secured Party in writing within thirty (30) days of receiving a Notice of Abandonment for any of the Trademark Collateral.

(iii) In the event that Grantor, either itself or through any subsidiary, affiliate, agent, employee, licensee or designee, files an application for the issuance of any trademark with the United States Patent and Trademark Office, or obtains issuance of any trademark previously applied for, or adopts, acquires or obtains rights to any new trademark application, or becomes entitled to the benefit of any trademark application or any trademark, Grantor shall promptly inform the Secured Party, and, upon request of the Secured Party, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's interest in such trademarks and the goodwill and general intangibles of Grantor relating thereto or represented thereby. Grantor authorizes the amendment of the schedules hereto to include any future trademark or trademark applications which may be acquired or made by Grantor.

(iv) As of the date hereof, neither Grantor nor any affiliate or subsidiary thereof, has any trademarks or pending trademark applications registered in the United States Patent and Trademark Office other than those described in **Schedule 1** hereto.

(v) In the event Grantor learns that any of the Trademark Collateral is infringed, misappropriated or diluted by a third party, Grantor shall notify the Secured Party of the same and shall take such other actions to protect such Trademark Collateral as Grantor deems appropriate in its reasonable business judgment under the circumstances. The Secured Party shall have the right, but in no way shall be obligated, to bring suit in its own name to enforce the Trademark Collateral and any licenses thereunder, in which event Grantor shall, at the

reasonable request of the Secured Party, take such actions as may be reasonably necessary to aid such enforcement.

Section 4. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the Obligations of such Grantor, now or hereafter existing under or in respect of the Guaranty whether direct or indirect, absolute or contingent.

Section 5. *Recordation.* Grantor hereby authorizes the Secured Party to attend to all formalities related to the recordation of this Trademark Security Agreement before all applicable intellectual property offices and registers worldwide and agrees to execute, upon the reasonable request of the Secured Party, such additional documents as are necessary to give full effect to the rights of the Secured Party under this Trademark Security Agreement.

Section 6. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 7. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the appropriate intellectual property offices and registers. The security interest granted hereby has been granted to the Secured Party in connection with the Guaranty and is expressly subject to the terms and conditions thereof. The Guaranty (and all, rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 8. *Governing Law.* This Trademark Security Agreement shall be governed by, and construed in accordance with, the trademark laws of the United States and the laws of the State of New Jersey. All proceedings in relation to this agreement shall be heard by a court of competent jurisdiction in the State of New Jersey.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERNET FITNESS, LLC

By: W. Kitzinger
William Kitzinger
Manager

Address for Notices:

780 Fifth Avenue
King of Prussia, PA 19406
Tel: 484-636-0758
Fax: 484-545-2942

Schedule 1

Issued Trademarks:

Registration Number	Trademark
3,846,000	SMOOTH FITNESS

Trademark Applications:

None.

Schedule 2

Trademark Licenses:

None.

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