

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
In-Shape Health Clubs, LLC		12/28/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	101 California Street, Suite 1500
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85710497	LIVE IN-SHAPE
Serial Number:	85710507	9-MINUTE CORE CIRCUIT
Serial Number:	85710512	29-MINUTE CIRCUIT
Registration Number:	3566964	IN-SHAPE FITNESS
Registration Number:	3566971	IN-SHAPE SPORTS CLUB
Registration Number:	1814118	IN SHAPE CITY
Registration Number:	3566972	IN-SHAPE SPORT
Registration Number:	4032957	FITSTART
Registration Number:	4142446	LIVE THE LIFE YOU WANT...GET IN SHAPE!
Registration Number:	2105607	IN SHAPE
Registration Number:	2142636	IS
Serial Number:	85795573	IS IN-SHAPE FIT
Serial Number:	85795554	IS IN-SHAPE FIT

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CORRESPONDENCE DATA

Fax Number: 3128035299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4106324
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/24/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2012, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of General Electric Capital Corporation (“**GE Capital**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 28, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, In-Shape Holdings, LLC, the other Credit Parties party thereto, the Lenders and L/C Issuers party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

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

IN-SHAPE HEALTH CLUBS, LLC,
as Grantor

By: 
Name: SCOTT EARTHY
Title: AUTHORIZED SIGNATORY,

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title: Duly Authorized Signatory

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

IN-SHAPE HEALTH CLUBS, LLC,
as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Mary Beth Dam

Name: *Mary Beth Dam*

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004948 FRAME: 0506

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

[See attached.]

Trademark Report

Client	Trademark	Country	Class	Applied	Serial #	Reg. #	Reg. Date	Status	Next due date	Live/Dead/Inq
In Shape Health Club, Inc.	LIVE IN-SHAPE	U.S.A.	41	08/22/2012	85710,497			Trademark filed 8/22/2012. Follow up 11/22/2012.	11/22/2012	Live
In Shape Health Club, Inc.	9-MINUTE CORE CIRCUIT	U.S.A.	41	08/22/2012	85710,507			Trademark filed 8/22/2012. Follow up 11/22/2012.	11/22/2012	Live
In Shape Health Club, Inc.	29-MINUTE CIRCUIT	U.S.A.	41	08/22/2012	85710,512			Trademark filed 8/22/2012. Follow up 11/22/2012.	11/22/2012	Live
In Shape Health Club, Inc.	IN-SHAPE FITNESS	U.S.A.	41	05/23/2008	77482,622	3566064	01/27/2009	Trademark registered 1/27/09. Section 8 & 15 affidavits filed between 1/27/2013 and 1/27/2014.	01/27/2013	Live
In Shape Health Club, Inc.	IN-SHAPE SPORTS CLUB	U.S.A.	41	05/23/2008	77482,877	3566071	01/27/2009	Trademark registered 1/27/09. Section 8 & 15 affidavits filed between 1/27/2013 and 1/27/2014.	01/27/2013	Live
In Shape Health Club, Inc.	IN-SHAPE CITY	CA	41	04/23/2003	41879	41879	04/23/2003	TM Renewal (CA) due 6/23/2013.	04/23/2013	Live
In Shape Health Clubs, Inc.	IN-SHAPE CITY	U.S.A.	41	07/30/1992	74299,415	1814118	12/28/1993	Next renewal due 12/28/2013.	12/28/2013	Live
In Shape Health Club, Inc.	IN-SHAPE SPORT	U.S.A.	41	05/28/2008	77482,884	3566072	01/27/2009	Trademark registered 1/27/2009. Section 8 & 15 affidavits due between 1/27/2014 and 1/27/2015.	01/27/2014	Live
In Shape Health Club, Inc.	FFYETART	U.S.A.	41	02/17/1997	75258,979	4032957	10/04/2011	Trademark registered 10/4/2011. Section 8 & 15 affidavits due between 10/4/2016 and 10/4/2017.	10/04/2016	Live
In Shape Health Club, Inc.	LIVE THE LIFE YOU WANT...GET IN SHAPE!	U.S.A.	41	09/21/2011	85428,244	4142446	05/15/2012	Trademark registered 5/15/2012. Section 8 & 15 affidavits due between 5-15/2017 and 5-15/2018.	05/15/2017	Live

Trademark Report

Client	Trademark	Country	Class	Applied	Serial #	Reg. #	Reg. Date	Status	Next due date	Live/Dead/Incls
In Shape Health Club, Inc.	IN SHAPE	U.S.A.	41	03/17/1997	75258984	2105607	10/14/1997	Section 8 & 9 affidavits accepted 4/30/08. LAD to file next renewal is 10/14/2017.	10/14/2017	Live
In Shape Health Club, Inc.	IS and Design	U.S.A.	41	03/17/1997	75258985	2142636	03/10/1998	Section 8 & 9 Affidavits filed 9/9/08. Section 8 & 9 affidavits accepted 9/17/08. 10 yr. renewal due 3/10/2018.	03/10/2018	Live

In Shape Health Club, Inc.	IS IN-SHAPE FIT	U.S.A.	41	12/15/2012	85795373	1814118 2105607 3566964 and others				Live
In Shape Health Club, Inc.	IS IN-SHAPE FIT	U.S.A.	41	12/05/2012	85795354	1814118 2105607 3566964 and others				Live