

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fitness International, LLC		05/30/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
Fitness & Sports Clubs, LLC		05/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	800 Fifth Avenue
<b>Internal Address:</b>	Mail Code: WA1-501-17-32
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98104
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1806464	L. A. FITNESS
Registration Number:	2326358	LA FITNESS
Registration Number:	2852260	LA FITNESS
Registration Number:	2902071	
Registration Number:	3146006	EXERCISE YOUR OPTIONS
Registration Number:	3007720	L A FITNESS
Registration Number:	2683477	YOGABEAT
Registration Number:	3580147	FITA
Registration Number:	2865591	PRO RESULTS
Registration Number:	3862908	ESPORTA ATHLETIC CLUB
Registration Number:	4144588	STRIKE FORCE

OP \$390.00 1806464

Registration Number:	3810359	TRIPLE FIT
Registration Number:	3619383	URBAN ACTIVE
Registration Number:	3592082	URBAN ACTIVE FITNESS
Registration Number:	3813669	URBAN WARRIOR

**CORRESPONDENCE DATA**

Fax Number: 7044448857  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 7043432000  
Email: twitcher@mcguirewoods.com  
Correspondent Name: Terry L. Witcher, Paralegal  
Address Line 1: McGuireWoods LLP  
Address Line 2: 201 N. Tryon Street, Suite 3000  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4452178-3702
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
Signature:	/s/ Terry L. Witcher
Date:	05/30/2013

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of May 30, 2013, by and among **FITNESS INTERNATIONAL, LLC**, a California limited liability company (the "Borrower"), **FITNESS & SPORTS CLUBS, LLC**, a Delaware limited liability company (together with the Borrower, collectively, the "Grantors" and each, a "Grantor"), and **BANK OF AMERICA, N.A.**, as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders from time to time party thereto, the L/C Issuers and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Security and Pledge Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "Security and Pledge Agreement"), among the Grantors, certain other Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Security and Pledge Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, a continuing security interest in any and all right, title and interest of such Grantor in and to all Trademarks (other than Excluded Property) of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Trademarks described on Schedule 1 hereto.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security and Pledge Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security and Pledge Agreement, the provisions of the Security and Pledge Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Security Agreement on the day and year first written above.

**GRANTORS:**

**FITNESS INTERNATIONAL, LLC**

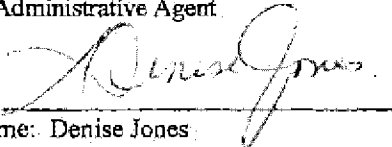
By: *RAW*  
Name: Robert A. Wilson  
Title: Senior Vice President

**FITNESS & SPORTS CLUBS, LLC**

By: *RAW*  
Name: Robert A. Wilson  
Title: Senior Vice President

Acknowledged and accepted:

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

By: 

Name: Denise Jones

Title: Assistant Vice President

Fitness International, LLC  
Trademark Security Agreement  
Signature Page

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**TRADEMARK**  
**REEL: 005038 FRAME: 0356**

SCHEDULE 1

TRADEMARKS

GRANTOR	MATTER	SERIAL NO.	REG. NO	REG. DATE
FITNESS INTERNATIONAL, LLC	L.A. FITNESS	74/039,303	1,806,464	11/23/1993
FITNESS INTERNATIONAL, LLC	LA FITNESS	75/665,303	2,326,358	3/7/2000
FITNESS INTERNATIONAL, LLC	LA FITNESS	75/692,994	2,852,260	6/15/2004
FITNESS INTERNATIONAL, LLC		76/493,465	2,902,071	11/9/2004
FITNESS INTERNATIONAL, LLC	EXERCISE YOUR OPTIONS	76/604,169	3,146,006	09/19/2006
FITNESS INTERNATIONAL, LLC	 <b>LA   FITNESS</b>	76/977,729	3,007,720	10/18/2005
FITNESS INTERNATIONAL, LLC	YOGABEAT	76/404,335	2,683,477	2/4/2003
FITNESS INTERNATIONAL, LLC	FITA	77/526,046	3,580,147	2/24/2009
FITNESS INTERNATIONAL, LLC	LA FITNESS & Design(Canada)  <b>LA   FITNESS</b>	1353699	783304	11/24/2010
FITNESS INTERNATIONAL, LLC	LA FITNESS Logo (Canada) 	App No. 1353697	733052	1/22/2009
FITNESS INTERNATIONAL, LLC	L. A. FITNESS (Canada)	1326830	754146	11/27/2009
FITNESS INTERNATIONAL, LLC	PRO RESULTS	76/976,073	2,865,591	7/20/2004
FITNESS INTERNATIONAL, LLC	PRO RESULTS (Canada)	1344824	764394	4/19/2010
FITNESS INTERNATIONAL, LLC	EXERCISE YOUR OPTIONS (Canada)	1350567	731003	12/16//2008
FITNESS INTERNATIONAL, LLC	ESPORTA ATHLETIC CLUB & Design  <b>ESPORTA</b> ATHLETIC CLUB	77/842,508	3,862,908	10/19/2009
FITNESS & SPORTS CLUBS, LLC	STRIKE FORCE	77867910	4144588	5/22/2012
FITNESS & SPORTS CLUBS, LLC	TRIPLE FIT	77866303	3810359	6/29/2010
FITNESS & SPORTS CLUBS, LLC	URBAN ACTIVE & Design	77606971	3619383	5/12/2009

FITNESS & SPORTS CLUBS, LLC	URBAN ACTIVE FITNESS	77199355	3592082	3/17/2009
FITNESS & SPORTS CLUBS, LLC	URBAN WARRIOR	77866297	3813669	7/6/2010

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