

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CH Fitness Investors, LLC		06/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Crunch IP Holdings, LLC
Street Address:	22 West 19th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3146012	CRUNCH
Registration Number:	1968967	CRUNCH
Registration Number:	2643475	CRUNCH
Registration Number:	1942852	CRUNCH
Registration Number:	1942705	CRUNCH
Registration Number:	1949705	CRUNCH
Registration Number:	1809668	CRUNCH
Registration Number:	1815978	CRUNCH GEAR
Registration Number:	1856269	CRUNCH GEAR
Registration Number:	3393050	STILETTO STRENGTH

CORRESPONDENCE DATA

Fax Number: 9142880023

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

OP \$265.00 3146012

via US Mail.

Phone: 914.821.8011
Email: tmdocket@leasonellis.com, doman@leasonellis.com,
schwimmer@leasonellis.com
Correspondent Name: Martin Schwimmer
Address Line 1: One Barker Ave, Fifth Floor
Address Line 4: White Plains, NEW YORK 10601

ATTORNEY DOCKET NUMBER:	08003/808000-000
NAME OF SUBMITTER:	Michelle Doman
Signature:	/michelle dorman/
Date:	06/27/2013

Total Attachments: 3
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 27, 2013 ("Release"), is made by **CH FITNESS INVESTORS, LLC**, a Delaware limited liability company (successor in interest to GOLDMAN SACHS CREDIT PARTNERS, L.P.), as Collateral Agent ("Collateral Agent"), in favor of **CRUNCH IP HOLDINGS, LLC**, a Delaware limited liability company (successor in interest to CRUNCH CFI, LLC, a Delaware limited liability company) ("Grantor").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of October 11, 2007 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, the other grantors party thereto, and the Collateral Agent, and the Trademark Security Agreement dated as of October 11, 2007 and recorded at the United States Patent and Trademark Office ("USPTO") on October 11, 2007 at Reel 3638 Frame 0051 ("2007 Trademark Security Agreement"), the Trademark Security Agreement dated as of September 2, 2008 and recorded at the USPTO on September 2, 2008 at Reel 3845 Frame 0312 ("2008 Trademark Security Agreement"), and the Assignment of Trademark Security Agreement dated as of December 24, 2008 and recorded at the USPTO on December 30, 2008 at Reel 3910 Frame 0761 and December 30, 2008 at Reel 3910 Frame 0810 ("Assignment of Trademark Security Agreement", together with the 2007 Trademark Security Agreement and 2008 Trademark Security Agreement, the "Trademark Security Agreements") Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreements.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and


(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

CH FITNESS INVESTORS, LLC, a Delaware limited liability company (successor in interest to GOLDMAN SACHS CREDIT PARTNERS, L.P.), as Collateral Agent

By: 
Name: Anthony J. Bakos II
Title: Secretary

Schedule A

**Crunch IP Holdings LLC
(Delaware Limited Liability Company)**

**U.S. Trademark Subject to Security Interest
Granted by Crunch CFI, LLC
In Favor of Goldman Sachs Credit Partners L.P.
Recorded September 2, 2008 at Reel 3845 Frame 0312
Security Interest Assigned to CH Fitness Investors, LLC
Recorded December 30, 2008 at Reel 3910 Frame 0761
Duplicate Recorded December 30, 2008 at Reel 3910 Frame 0810**

Registered Mark

Mark	Reg. No.	Reg. Date
STILETTO STRENGTH	3393050	03/04/08

**U.S. Trademarks Subject to Security Interest
Granted by Crunch CFI, LLC
In Favor of Goldman Sachs Credit Partners L.P.
Recorded October 11, 2007 at Reel 3638 Frame 0051
Security Interest Assigned to CH Fitness Investors, LLC
Recorded December 30, 2008 at Reel 3910 Frame 0810**

Registered Marks

Mark	Reg. No.	Reg. Date
CRUNCH and Design	3146012	09/19/06
CRUNCH and Design	1968967	04/16/96
CRUNCH	2643475	10/29/02
CRUNCH	1942852	12/19/95
CRUNCH and Design	1942705	12/19/95
CRUNCH	1949705	01/16/96
CRUNCH and Design	1809668	12/07/93
CRUNCH GEAR	1815978	01/11/94
CRUNCH GEAR	1856269	09/27/94