

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank		03/18/2014	Collateral Agent: NEW YORK
RECEIVING PARTY DATA			
Name:	24 Hour Fitness USA, Inc.		
Street Address:	12647 Alcosta Boulevard, Suite 500		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2703428	APEX FITNESS GROUP	
Registration Number:	2701627	APEX TRAINING SYSTEM	
Registration Number:	2854464	BCAA RECOVERY	
Registration Number:	2936205	APEX	
CORRESPONDENCE DATA			
Fax Number:	4158828220		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4150-882-8200		
Email:	sftrademarks@klgates.com, sharoni.finkelstein@klgates.com, eve.gornall@klgates.com, rizalina.florencio@klgates.com		
Correspondent Name:	Susan E. Hollander, Esq., K&L Gates LLP		
Address Line 1:	4 Embarcadero Center, Suite 1200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1402044.00001 SECURITY RE		
NAME OF SUBMITTER:	Sharoni S. Finkelstein		
SIGNATURE:	/Sharoni S. Finkelstein/		
DATE SIGNED:	03/21/2014		
Total Attachments: 5			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS
(this "Termination and Release"), dated as of March 18, 2014, from JPMorgan Chase Bank, as Collateral Agent (the "Agent") for the Secured Parties 24 Hour Fitness International, Inc., 24 Hour Fitness United States, Inc., 24 Hour Fitness USA, Inc., 24 Hour Fitness Worldwide, Inc., Apex Fitness, Inc., Q Clubs Inc., Sports & Fitness Clubs of America, Inc. ("Grantors").

WITNESSETH:

WHEREAS, pursuant to (i) the US Guarantee and Collateral Agreement dated December 1, 2003 made by the Grantors (as defined therein) in favor of the Agent (the "Security Agreement") and (ii) that certain "Grant of Security Interest in Trademarks" dated as of January 20, 2004 among the Agent and Grantors (the "IP Security Agreement"), the Grantors granted to the Agent for the benefit of the Agent and the other Secured Parties, a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on February 10, 2004 at Reel 2910 and Frame 0748; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all Proceeds therefrom. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including the preamble and the recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent 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, confirm or otherwise reflect the release of the Security Interest contemplated hereby.

[signature page follows]

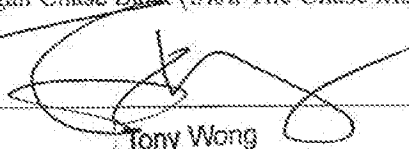
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank)

By:

Name:

Title:



Tony Wong
Vice President

SCHEDULE A

[See attached.]

TRADEMARKS

Apex Fitness, Inc.:

Mark	Registration No.
Accidental Exerciser	2,765,270
Accidental Exerciser	2,762,569
Accidental Exerciser	2,762,568
Accidental Exerciser	2,762,567
Apex Fitness and Nutrition Analysis Systems (& Design)	1,932,876
Apex Fitness Group and Design	2,702,445
Apex Fitness Group and Design	2,702,444
Apex Fitness Group and Design	2,703,428
Apex Training System (& Design)	2,701,627
Ergogen Labs	2,475,729
Ergogen Labs (& Design)	2,484,996
Ergogen Labs (& Design)	2,715,551
TDR	2,521,827

TRADEMARK APPLICATIONS

Apex Fitness, Inc.:

Mark	Application No.
Apex Fit	78,255,331
Apex Fitness Group Virtual Gym	76,091,504
Apex Fitness Group Virtual Gym (& Design)	76,901,509
Apex Fix	78,255,339
Apex Fix	78,255,360
Apex Lean	78,255,358
Apex Max	78,255,352
BCAA Recovery	76,383,823
Ergogen Labs (& Design)	76,422,069
New Apex Logo	78,346,264
T2	76,242,939
T2 Lean	76,255,462
TDR	76,066,969