

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		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: 1			
Property Type	Number	Word Mark	
Registration Number:	2838792	FUEL UP	
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:	415-882-8200		
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: 4			
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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, N.A. as Collateral Agent (the "Agent") for the Secured Parties 24 Hour Fitness Worldwide, Inc. and 24 Hour Fitness USA, 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 14, 2005 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 January 21, 2005 at Reel 3105 and Frame 0101; 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.

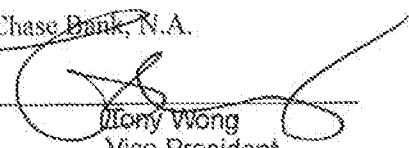
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

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, N.A.

By: 
Name: Tony Wong
Title: Vice President

SCHEDULE A

[See attached.]

Trademarks

Registered Owner	Mark	Application No.	Class(es)	Registration Number
24 Hour Fitness USA, Inc.	FUEL UP	204-270-US appln # 78/255,449	35	2,838,792