TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		05/30/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	24 Hour Fitness USA, Inc.
Street Address:	12647 Alcosta Boulevard
Internal Address:	Suite 500
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	3415627	FIT LITE
Registration Number:	3410441	24 MINUTE WORKOUT
Registration Number:	3276479	BODYBUGG
Registration Number:	3269420	GET IN. GET OUT. GET FIT.
Registration Number:	3276519	GET IN GET OUT GET FIT
Registration Number:	3230870	BODYBUGG
Registration Number:	2838792	FUEL UP
Registration Number:	2785019	FIT:PERKS
Registration Number:	2766955	24CYCLE
Registration Number:	3004281	APEX FIX
Registration Number:	3004280	APEX FIX
Registration Number:	2997726	YOU 24
Registration Number:	2936205	APEX
Registration Number:	2997642	APEX MAX
Registration Number:	3045062	APEX FIT
Registration Number:	2891438	XPRESS ZONE
Registration Number:	2926364	24 HOUR FITNESS EXPRESS
Registration Number:	4321289	FITNESS MADE FUN AND EASY FOR EVERYONE

CH $1265.00 3415627

Property Type	Number	Word Mark
Registration Number:	4132191	24 HOUR FITNESS
Registration Number:	3952204	BODYBUGG
Registration Number:	3952203	BODYBUGG
Registration Number:	3952202	BODYBUGG
Registration Number:	3806844	24 HOUR FITNESS
Registration Number:	3669142	FIT4SOY
Registration Number:	3741704	24 HOUR FITNESS
Registration Number:	4190902	HOOPS24
Registration Number:	3579243	12MILLIONLIVES.COM
Registration Number:	3579242	HOW WILL IT CHANGE YOU?
Registration Number:	3917374	FITNESS DONE RIGHT
Registration Number:	3623537	S24
Registration Number:	3644085	S24 SOLUTIONS
Registration Number:	3409995	YOU24 THE POWER OF WHAT YOU CAN BE
Registration Number:	3521322	YOU24
Registration Number:	3818751	24 SEVEN
Registration Number:	3665437	24 HOUR FITNESS 24 7 FITNESS
Registration Number:	2633150	24 HOUR FITNESS
Registration Number:	3356789	THE LOOP
Registration Number:	2684457	24 HOUR FITNESS ACTIVE
Registration Number:	3083119	24 HOUR FITNESS ULTRA-SPORT
Registration Number:	2499844	24 HOUR FITNESS SPORT
Registration Number:	2549894	24 HOUR FITNESS
Registration Number:	2854464	BCAA RECOVERY
Registration Number:	2477323	24 HOUR FITNESS
Registration Number:	2395153	24HOURFITNESS.COM
Registration Number:	2703428	APEX FITNESS GROUP
Registration Number:	2701627	APEX TRAINING SYSTEM
Registration Number:	2395501	24 HOUR FITNESS
Registration Number:	2350909	GROUP X
Registration Number:	2130895	24 HOUR FITNESS
Registration Number:	1659143	FAMILY FITNESS CENTERS

CORRESPONDENCE DATA

Fax Number: 2128594000

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

Phone: 212-859-8000

Email: teas@ffhsj.com,jason.greenberg@friedfrank.com

Correspondent Name: Jason Greenberg

Address Line 1:	One New York Plaza
Address Line 2:	Fried Frank LLP
Address Line 4:	New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	10026-346 GREENBERG
NAME OF SUBMITTER:	Jason Greenberg
SIGNATURE:	/JG/
DATE SIGNED:	06/02/2014

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of May 30, 2014, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to 24 HOUR FITNESS USA, INC., a California corporation located at 12647 Alcosta Boulevard, Suite 500, San Ramon, California 94583 ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 22, 2010, made by the Grantor in favor of the Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of April 22, 2010, between the Agent and Grantor (the "Trademark Security Agreement"), Grantor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 29, 2010 at Reel 4195 and Frame 0584 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 including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, 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 Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Trademark 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 the release of the Security Interest contemplated hereby.

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

U.S. Trademarks

Trademark	App. No./ Reg. No.
FIT LITE	3415627
24 MINUTE WORKOUT & DESIGN	3410441
BODYBUGG	3276479
GET IN. GET OUT. GET FIT.	3269420
GET IN GET OUT GET FIT	3276519
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