

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
24 Hour Fitness USA, Inc.		05/30/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 70			
Property Type	Number	Word Mark	
Registration Number:	3579243	12MILLIONLIVES.COM	
Registration Number:	4072074	24 7 FITNESS	
Serial Number:	85101440	24 7 FITNESS	
Registration Number:	4419597	247 FITNESS	
Registration Number:	3741704	24 HOUR FITNESS	
Registration Number:	4132191	24 HOUR FITNESS	
Registration Number:	2130895	24 HOUR FITNESS	
Registration Number:	4476867	24 HOUR FITNESS	
Registration Number:	4032527	24 HOUR FITNESS	
Registration Number:	3971927	24 HOUR FITNESS	
Registration Number:	3806844	24 HOUR FITNESS	
Registration Number:	2395501	24 HOUR FITNESS	
Registration Number:	2633150	24 HOUR FITNESS	
Registration Number:	2549894	24 HOUR FITNESS	
Registration Number:	2477323	24 HOUR FITNESS	
Registration Number:	3665437	24 HOUR FITNESS 24 7 FITNESS	
Registration Number:	2684457	24 HOUR FITNESS ACTIVE	
Registration Number:	2926364	24 HOUR FITNESS EXPRESS	
Registration Number:	2499844	24 HOUR FITNESS SPORT	
Registration Number:	3083119	24 HOUR FITNESS ULTRA-SPORT	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3410441	24 MINUTE WORKOUT
Registration Number:	2766955	24CYCLE
Registration Number:	2395153	24HOURFITNESS.COM
Registration Number:	3818751	24 SEVEN
Registration Number:	4020452	APEX
Registration Number:	4046386	APEX
Registration Number:	2936205	APEX
Registration Number:	4050607	APEX FIT
Registration Number:	4050608	APEX FIT
Registration Number:	3045062	APEX FIT
Registration Number:	4283994	APEX FIT 150
Registration Number:	4179095	APEX FIT 150
Registration Number:	4136111	APEX FITNESS
Registration Number:	4024062	APEX FITNESS
Registration Number:	2703428	APEX FITNESS GROUP
Registration Number:	3004281	APEX FIX
Registration Number:	3004280	APEX FIX
Registration Number:	4050609	APEX MAX
Registration Number:	2997642	APEX MAX
Registration Number:	2701627	APEX TRAINING SYSTEM
Registration Number:	2854464	BCAA RECOVERY
Registration Number:	3230870	BODYBUGG
Registration Number:	3952203	BODYBUGG
Registration Number:	3952202	BODYBUGG
Registration Number:	3276479	BODYBUGG
Registration Number:	3952204	BODYBUGG
Registration Number:	4017024	BODYBUGGSP
Registration Number:	1659143	FAMILY FITNESS CENTERS
Registration Number:	3415627	FIT LITE
Registration Number:	2785019	FIT:PERKS
Registration Number:	3669142	FIT4SOY
Registration Number:	3917374	FITNESS DONE RIGHT
Registration Number:	4321289	FITNESS MADE FUN AND EASY FOR EVERYONE
Registration Number:	2838792	FUEL UP
Registration Number:	3276519	GET IN GET OUT GET FIT
Registration Number:	3269420	GET IN. GET OUT. GET FIT.
Registration Number:	2350909	GROUP X
Registration Number:	2769358	GROUP XPEDITION
Registration Number:	4190902	HOOPS24

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85515076	HOOPS24
Registration Number:	3579242	HOW WILL IT CHANGE YOU?
Registration Number:	4106485	MY24
Registration Number:	4258337	MY24
Registration Number:	3623537	S24
Registration Number:	3644085	S24 SOLUTIONS
Registration Number:	3356789	THE LOOP
Registration Number:	2891438	XPRESS ZONE
Registration Number:	3521322	YOU24
Registration Number:	2997726	YOU 24
Registration Number:	3409995	YOU24 THE POWER OF WHAT YOU CAN BE

CORRESPONDENCE DATA

Fax Number: 2124552502

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) 455-7803

Email: ksolomon@stblaw.com

Correspondent Name: Jodie Sopher Pimentel, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1842
NAME OF SUBMITTER:	Jodie Sopher Pimentel
SIGNATURE:	/jsp/
DATE SIGNED:	06/12/2014

Total Attachments: 16

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TRADEMARK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of May 30, 2014, is among the Person listed on the signature pages hereof (the “*Grantor*”) and JPMorgan Chase Bank, N.A., located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603 as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, 24 HOUR HOLDINGS III LLC, (“*Merger Sub*” and, prior to the Merger, the “*Borrower*”), a Delaware limited liability company to be merged with and into 24 HOUR FITNESS WORLDWIDE, INC., a Delaware corporation (the “*24 Worldwide*” and, after the Merger, the “*Borrower*”), has entered into a Credit Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with 24 HOUR HOLDINGS II LLC, a Delaware corporation (“*Holdings*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), JPMORGAN CHASE BANK, N.A. (“*JPMorgan*”), as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of May 30, 2014 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- a. the patents and patent applications set forth in Schedule A hereto;

b. the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

c. the copyright registrations set forth in Schedule C hereto;

d. the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

e. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

f. any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

g. any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

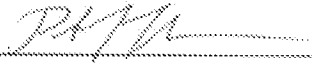
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

24 HOUR FITNESS USA, INC.

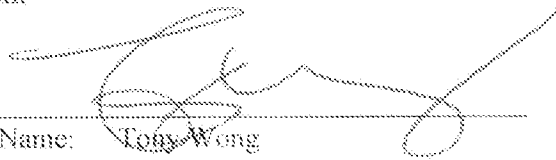
By:  _____

Name: Patrick Flanagan

Title: Executive Vice President, Chief
Financial Officer, Treasurer and
Assistant Secretary

Collateral Agent:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Tony Wong
Title: Vice President

**Schedule A to the
Intellectual Property Security Agreement**



Patents



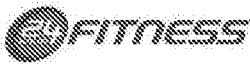



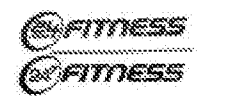
None.



**Schedule B to the
Intellectual Property Security Agreement**

Trademarks




US TRADEMARKS AND TRADEMARK APPLICATIONS


24 Hour Fitness USA, Inc. U.S. Federal Filings				
Trademark	Class	Status	App./Reg. No.	App./Reg. Date
12MILLIONLIVES.COM	41	Registered	App. No.: 77/473120 Reg. No.: 3579243	App. Date: 13- May-2008 Reg. Date: 24-Feb- 2009
24 7 FITNESS	41	Registered	App. No.: 85/975858 Reg. No.: 4072074	App. Date: 8-May- 2010 Reg. Date: 13-Dec- 2011
24 7 FITNESS	44	Allowed	App. No.: 85/101440	App. Date: 05- Aug-2010
24 7 FITNESS and Design 	41	Registered	App No.: 85/673847 Reg. No. 4,419,597	App. Date: 11-Jul- 2012 Reg. Date: 15-Oct- 2013
24 HOUR FITNESS	9	Registered	App. No.: 77/596250 Reg. No.: 3741704	App. Date: 20-Oct- 2008 Reg. Date: Jan-26- 2010
24 HOUR FITNESS	42	Registered	App. No.: 77/596269 Reg. No.: 4132191	App. Date: 20-Oct- 2008 Reg. Date: 24-Apr- 2012
24 HOUR FITNESS	18, 25, 41	Renewed	App. No.: 74/641199 Reg. No.: 2130895	App. Date: 02- Mar-1995 Reg. Date: 20-Jan- 1998
24 HOUR FITNESS & Design 	25, 41	Registered	App. No. 85/774,512 Reg. No. 4476867	App. Date: 08- Nov-2012 Reg. Date: 04-Feb- 2014


24 Hour Fitness USA, Inc. U.S. Federal Filings				
Trademark	Class	Status	App./Reg. No.	App./Reg. Date
24 HOUR FITNESS & Design 	25	Registered	App. No.: 85077395 Reg. No.: 4032527	App. Date: 02-Jul-2010 Reg. Date: 27-Sept-2011
24 HOUR FITNESS & Design 	35	Registered	App. No.: 85/077248 Reg. No. 3971927	App. Date: 02-Jul-2010 Reg. Date: 31-May-2011
24 HOUR FITNESS & Design 	41	Registered	App. No.: 77/863843 Reg. No.: 3806844	App. Date: 11-Mar-2009 Reg. Date: 22-Jun-2010
24 HOUR FITNESS & Design 	35, 41	Renewed	App. No.: 75/772179 Reg. No.: 2395501	App. Date: 09-Aug-1999 Reg. Date: 17-Oct-2000
24 HOUR FITNESS & Design	41	Registered	Fla. Reg. No. T05000001317	Reg. Date: 10-Oct-2005
24 HOUR FITNESS & Design II 	16, 18, 25, 35, 42	Renewed	App. No.: 76/245850 Reg. No.: 2633150	App. Date: 23-Apr-2001 Reg. Date: 08-Oct-2002
24 HOUR FITNESS & Design II 	41	Renewed	App. No.: 76/245751 Reg. No.: 2549894	App. Date: 23-Apr-2001 Reg. Date: 19-Mar-2002
24 HOUR FITNESS & Design 	41	Renewed	App. No.: 75/818537 Reg. No.: 2477323	App. Date: 07-Oct-1999 Reg. Date: 14-Aug-2001
24 HOUR FITNESS 24 7 FITNESS & Double Fitness Design 	41	Registered	App. No.: 77/063794 Reg. No.: 3665437	App. Date: 13-Dec-2006 Reg. Date: 11-Aug-2009
24 HOUR FITNESS ACTIVE	41	Renewed	App. No.: 76/200768 Reg. No.: 2684457	App. Date: 25-Jan-2001 Reg. Date: 04-Feb-2003

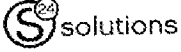

24 Hour Fitness USA, Inc. U.S. Federal Filings				
Trademark	Class	Status	App./Reg. No.	App./Reg. Date
24 HOUR FITNESS EXPRESS	41	Registered	App. No.: 78/304368 Reg. No.: 2926364	App. Date: 23-Sep-2003 Reg. Date: 15-Feb-2005
24 HOUR FITNESS SPORT	41	Renewed	App. No.: 76/002,229 Reg. No.: 2499844	App. Date: 16-Mar-2000 Reg. Date: 23-Oct-2001
24 HOUR FITNESS ULTRA-SPORT	41	Registered	App. No.: 76/200,767 Reg. No.: 3083119	App. Date: 25-Jan-2001 Reg. Date: 18-Apr-2006
24 HOUR FITNESS ULTRA-SPORT	41	Renewed	Cal. Reg. No. 57969	App. Date: 30-Jul2003 Reg. Date: 30-Jul-2003
24 MINUTE WORKOUT & Design 	41	Registered	App. No.: 78/655955 Reg. No.: 3410441	App. Date: 22-Jun-2005 Reg. Date: 08-Apr-2008
24CYCLE	41	Renewed	App. No.: 78/193617 Reg. No.: 2766955	App. Date: 11-Dec-2002 Reg. Date: 23-Sep-2003
24HOURFITNESS.COM	42	Renewed	App. No.: 75/684566 Reg. No.: 2395153	App. Date: 14-Apr-1999 Reg. Date: 17-Oct-2000
24SEVEN & Double Loop Design 	41	Registered	App. No.: 77/063801 Reg. No.: 3818751	App. Date: 13-Dec-2006 Reg. Date: 13-Jul-2010
APEX	5	Registered	App. No.: 85/076576 Reg. No.: 4020452	App. Date: 01-Jul-2010 Reg. Date: 30-Aug-2011
APEX	42, 44	Registered	App. No.: 85/076585 Reg. No.: 4046386	App. Date: 01-Jul-2010 Reg. Date: 25-Oct-2011

24 Hour Fitness USA, Inc. U.S. Federal Filings				
Trademark	Class	Status	App./Reg. No.	App./Reg. Date
APEX (Stylized) and Design 	5, 16, 35, 41, 44	Registered	App. No.: 78/346264 Reg. No.: 2936205	App. Date: 29-Dec-2003 Reg. Date: 29-Mar-2005
APEX FIT	5	Registered	App. No.: 85/157326 Reg. No.: 4050607	App. Date: 20-Oct-2010 Reg. Date: 01-Nov-2011
APEX FIT	30	Registered	App. No.: 85/157352 Reg. No.: 4050608	App. Date: 20-Oct-2010 Reg. Date: 01-Nov-2011
APEX FIT (Stylized) and Design 	5	Registered	App. No.: 78/440633 Reg. No.: 3045062	App. Date: 24-Jun-2004 Reg. Date: 17-Jan-2006
APEX FIT 150 & DESIGN 	5	Registered	App. No.: 85/550873 Reg. No.: 4283994	App. Date: 23-Feb-2011 Reg. Date: 29-Jan-2013
APEX FIT 150 & DESIGN 	29	Registered	App. No.: 85/483617 Reg. No.: 4179095	App. Date: 30-Nov-2011 Reg. Date: 24-Jul-2012
APEX FITNESS	35	Registered	App. No.: 85/076566 Reg. No.: 4136111	App. Date: 01-Jul-2010 Reg. Date: 01-May-2012
APEX FITNESS	35	Registered	App. No. 85/975450 Reg. No. 4024062	App Date: 01-Jul-2010 Reg. Date: 06-Sept-2011
APEX FITNESS GROUP & Star Person Design 	35	Registered	App. No.: 75/849816 Reg. No.: 2703428	App. Date: 16-Nov-1999 Reg. Date: 08-Apr-2003
APEX FIX (Stylized) 	29	Registered	App. No.: 78/469695 Reg. No.: 3004281	App. Date: 18-Aug-2004 Reg. Date: 04-Oct-2005

24 Hour Fitness USA, Inc. U.S. Federal Filings				
Trademark	Class	Status	App./Reg. No.	App./Reg. Date
APEX FIX (Stylized)  FIX	30	Registered	App. No.: 78/469684 Reg. No.: 3004280	App. Date: 18-Aug-2004 Reg. Date: 04-Oct-2005
APEX MAX	5	Registered	App. No.: 85/157360 Reg. No.: 4050609	App. Date: 17-Oct-2010 Reg. Date: 01-Nov-2011
APEX MAX (Stylized)  MAX	5	Registered	App. No.: 78/440646 Reg. No.: 2997642	App. Date: 24-Jun-2004 Reg. Date: 20-Sep-2005
APEX TRAINING SYSTEM & Star Person Design  APEX TRAINING SYSTEM	35	Registered	App. No.: 75/849815 Reg. No.: 2701627	App. Date: 16-Nov-1999 Reg. Date: 01-Apr-2003
BCAA RECOVERY	5	Registered	App. No.: 76/383823 Reg. No.: 2854464	App. Date: 18-Mar-2002 Reg. Date: 15-Jun-2004
BODYBUGG	9	Registered	App. No.: 78/540368 Reg. No.: 3230870	App. Date: 30-Dec-2004 Reg. Date: 17-Apr-2007
BODYBUGG	9	Registered	App. No.: 77/954873 Reg. No.: 3952203	App. Date: 09-Mar-2010 Reg. Date: 26-Apr-2011
BODYBUGG	35	Registered	App. No.: 77/954848 Reg. No.: 3952202	App. Date: 09-Mar-2010 Reg. Date: 26-Apr-2011
BODYBUGG	42	Registered	App. No.: 78/540369 Reg. No.: 3276479	App. Date: 30-Dec-2004 Reg. Date: 07-Aug-2007

24 Hour Fitness USA, Inc. U.S. Federal Filings				
Trademark	Class	Status	App./Reg. No.	App./Reg. Date
BODYBUGG	35, 42, 44	Registered	App. No.: 77/954882 Reg. No.: 3952204	App. Date: 09- Mar-2010 Reg. Date: 26-Apr- 2011
BODYBUGGSP	9	Registered	App. No.: 85/093185 Reg. No.: 4017024	App. Date: 26-Jul- 2010 Reg. Date: 23-Aug- 2011
FAMILY FITNESS CENTERS (stylized) 	42	Registered	Cal. Reg. No. 42477	App. Date: 01-Sep- 2003 Reg. Date: 01-Sep- 1993
FAMILY FITNESS CENTERS	41	Canceled	App. No. 74061502 Reg. No. 1659143	App. Date: 22- May-1990 Reg. Date: 1-Oct.- 1991
FIT LITE	41	Registered	App. No.: 78/549437 Reg. No. 3415627	App. Date: 18-Jan- 2005 Reg. Date: 22-Apr- 2008
FIT:PERKS	35	Renewed	App. No.: 78/113388 Reg. No.: 2785019	App. Date: 07- Mar-2002 Reg. Date: 18-Nov- 2003
FIT4SOY	29	Registered	App. No.: 77/663664 Reg. No.: 3669142	App. Date: 04-Feb- 2009 Reg. Date: 18-Aug- 09
FITNESS DONE RIGHT	41	Registered	App. No.: 77/260493 Reg. No.: 3917374	App. Date: 21- Aug-2007 Reg. Date: 08-Feb- 2011
FITNESS MADE FUN AND EASY FOR EVERYONE	41	Registered	App. No.: 77/654830 Reg. No.: 4321289	App. Date: 22-Jan- 2009 Reg. Date: 16- Apr-2013
FUEL UP	35	Registered	App. No.: 78/255449 Reg. No.: 2838792	App. Date: 28- May-2003 Reg. Date: 04-

24 Hour Fitness USA, Inc. U.S. Federal Filings				
Trademark	Class	Status	App./Reg. No.	App./Reg. Date
				May-2004
GET IN GET OUT GET FIT	41	Registered	App. No.: 78/550259 Reg. No.: 3276519	App. Date: 19-Jan- 2005 Reg. Date: 07-Aug- 2007
GET IN. GET OUT. GET FIT. (Stylized) get in. get out. get fit.	41	Registered	App. No.: 78/579573 Reg. No.: 3269420	App. Date: 03- Mar-2005 Reg. Date: 24-Jul- 2007
GROUP X	41	Renewed	App. No.: 75/584296 Reg. No.: 2350909	App. Date: 06- Nov-1998 Reg. Date: 16- May-2000
GROUP XPEDITION	41	Canceled	App. No.: 78/193630 Reg. No.: 2769358	App. Date: 11-Dec- 2002 Reg. Date: 30-Sep- 2003
HOOPS24	25	Registered	App. No.: 77/487735 Reg. No.: 4190902	App. Date: 30- May-2008 Reg. Date: 14-Aug- 2012
HOOPS24	41	Pending	App. No.: 85/515076	App. Date: 12-Jan- 2012
HOW WILL IT CHANGE YOU?	41	Registered	App. No.: 77/473116 Reg. No.: 3579242	App. Date: 13- May-2008 Reg. Date: 24-Feb- 2009
LOOK BETTER NAKED	25	Registered	Cal. Reg. No. 098920	Reg. Date: 24- May-1994
My24	9	Registered	App. No. 85/157397 Reg. No.: 4,106,485	App. Date: 20-Oct- 2010 Reg. Date: 28-Feb- 2012
My24	41	Registered	App. No.: 85/268887 Reg. No.: 4258337	App. Date: 16- Mar-2011 Reg. Date: 11- Dec-2012
S24 & Design 	41	Registered	App. No.: 77/164548 Reg. No.: 3623537	App. Date: 24-Apr- 2007 Reg. Date: 19-

24 Hour Fitness USA, Inc. U.S. Federal Filings				
Trademark	Class	Status	App./Reg. No.	App./Reg. Date
				May-2009
S24 SOLUTIONS & Design 	41	Registered	App. No.: 77/164546 Reg. No.: 3644085	App. Date: 24-Apr- 2007 Reg. Date: 23-Jun- 2009
THE LOOP	41	Registered	App. No.: 76/620507 Reg. No.: 3356789	App. Date: 15- Nov-2004 Reg. Date: 18-Dec- 2007
XPRESS ZONE	41	Registered	App. No.: 78/319276 Reg. No.: 2891438	App. Date: 27-Oct- 2003 Reg. Date: 05-Oct- 2004
YOU24	41	Registered	App. No.: 77/093604 Reg. No.: 3521322	App. Date: 29-Jan- 2007 Reg. Date: 21-Oct- 2008
YOU24 (Stylized) 	41	Registered	App. No.: 78/448784 Reg. No.: 2997726	App. Date: 09-Jul- 2004 Reg. Date: 20-Sep- 2005
YOU24 THE POWER OF WHAT YOU CAN BE	16	Registered	App. No.: 77/093614 Reg. No.: 3409995	App. Date: 29-Jan- 2007 Reg. Date: 08-Apr- 2008

**Schedule C to the
Intellectual Property Security Agreement**

Copyrights

24 Hour Fitness USA, Inc.

Copyright Title	Reg. No. / Date
24-Hour Fitness membership agreement	TX0005750238 7-11-2003
Membership agreement	TX0005758620 7-14-2003
Strength training/personal & athletic strength training	TX0005704874 5-30-2003
Apex Fitness and nutrition analysis system for achieving the ultimate body: daily journal and fitness guide	TX0003842765 10-24-1994
Apex Fitness Web site	TX0006334614 10-28-2004
Workbook and reference guide	TX0003922373 10-24-1994

**Schedule D to the
Intellectual Property Security Agreement**

Exclusive Copyright Licenses

None.