

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/10/2015	Bank: OHIO

RECEIVING PARTY DATA

Name:	Life Time Fitness, Inc.
Street Address:	2902 Corporate Place
City:	Chanhassen
State/Country:	MINNESOTA
Postal Code:	55317
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2628257	
Registration Number:	2628259	
Registration Number:	2628260	
Registration Number:	2544873	EXPERIENCE LIFE
Registration Number:	2802101	LEANSOURCE
Registration Number:	2689399	LIFE TIME FITNESS
Registration Number:	2140172	LIFE TIME FITNESS
Registration Number:	2991412	LIFE TIME FITNESS
Registration Number:	2413208	MINNEAPOLIS LIFE TIME ATHLETIC CLUB
Registration Number:	2882536	
Registration Number:	2077538	MULTIVISION FREQUEN-SEES
Registration Number:	2199734	LIFE TIME FITNESS
Registration Number:	2255837	LIFE TIME SPORTS
Registration Number:	2416503	LIFE TIME FITNESS HEALTH ENHANCEMENT SER
Registration Number:	2400952	MASTER YOUR METABOLISM
Registration Number:	2436338	LIFE TIME FITNESS EXPRESS
Registration Number:	2415576	MEMBER ADVANTAGE LIFE TIME FITNESS
Registration Number:	2385717	LOVE LIFE
Registration Number:	2431813	EXPERIENCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2621306	
Registration Number:	2722501	LIFE TIME FITNESS TRIATHLON
Registration Number:	2808049	
Registration Number:	2811553	
Registration Number:	2907824	GENERAL FITNESS

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156371
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	07/01/2015

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**, dated as of June 10, 2015 (this "Release"), is made by **U.S. BANK NATIONAL ASSOCIATION** (the "Assignor"), in its capacity as administrative agent under that certain Third Amended and Restated Credit Agreement, dated as of June 30, 2011 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), in favor of Life Time Fitness, Inc. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee are parties to those certain Security Agreements, dated as of April 15, 2005 and June 30, 2011;

WHEREAS, the Assignor and the Assignee are parties to (i) that certain Notice of Security Interest in U.S. Trademarks, dated as of April 15, 2005 and recorded on April 27, 2005 with the United States Patent and Trademark Office ("USPTO") at Reel/Frame 3154/0134 and Reel/Frame 3154/0083 (ii) that certain Notice of Security Interest in U.S. Trademarks, dated as of April 15, 2005 and recorded on April 27, 2005 at Reel/Frame 3298/0073, (iii) that certain Notice of Security Interest in U.S. Trademarks, dated as of May 30, 2007 and recorded on May 31, 2007 with the USPTO at Reel/Frame 3551/0970 and corrected on June 1, 2007 at Reel/Frame 3571/0854; (iv) that certain Notice of Security Interest in U.S. Trademarks, dated as of July 13, 2011 and recorded on July 19, 2011 with the USPTO at Reel/Frame 4585/0685 and corrected on July 20, 2011 at Reel/Frame 4586/0843 (each a "Notice of Security Interest" and collectively, the "Notices of Security Interest");

WHEREAS, the Assignor and the Assignee are parties to that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of July 24, 2013 and recorded on July 24, 2013 with the USPTO at Reel/Frame 5077/0320 (the "Grant of Security Interest");

WHEREAS, pursuant to the Notices of Security Interest, the Assignee granted to the Assignor a continuing security interest in, and a continuing lien upon, all of the trademarks and trademark applications set forth on Schedule 1 hereto (the "Trademarks") together with the goodwill of the business with which such Trademarks are associated (the "Trademark Liens");

WHEREAS, pursuant to the Grant of Security Interest, the Assignee granted to the Assignor all of the Assignee's right, title and interest in and to the items set forth on Schedule 2 hereto (the "Other Trademarks") together with all proceeds of such Other Trademarks, the goodwill associated with such Other Trademarks and all causes of action arising prior to or after the date of the Grant of Security Interest for infringement of such Other Trademarks or unfair competition regarding the same (collectively, the "Other Trademark Liens" and together with the Trademark Liens, the "Trademark Collateral");

WHEREAS, the Assignor as of the date hereof no longer has any right, title or interest in, to and under the Trademark Collateral; and

WHEREAS, the Assignee desires that the Assignor terminate and release its continuing security interest in and lien on the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing security interest in and lien on the Trademark Collateral, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in, to and under the Trademark Collateral.

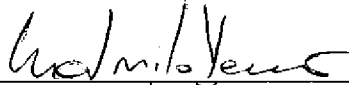
The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative or representatives, as the case may be, to record this Release with the USPTO. The Assignor further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Assignee's sole expense.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF this Release of Security Interest in Trademark Rights
has been duly executed as of the date first written above.

U.S. BANK NATIONAL
ASSOCIATION, as Assignor


By: 
Name: Mira Yacovlev
Title: V.P.

[Signature Page to Trademark Release]




TRADEMARK
REEL: 005566 FRAME: 0900



SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS
TRADEMARKS

Reel/Frame 3298/0073
 Registrant: LIFE TIME FITNESS, INC.


Trademark	Registration No.	Registration Date
		
Sit Up Action Figure (Design Only)	2621307	9/17/2002
TEAM TRAINING EDUCATION ACCOUNTABILITY MOTIVATION	3735347	1/5/2010

Reel/Frame 3154/0083
 Registrant: LIFE TIME FITNESS, INC.

Trademark	Registration No.	Registration Date
		
Running Action Figure	2628257	10/1/2002
		
Swimming Action Figure	2628259	10/1/2002
		
Bicycling Action Figure	2628260	10/1/2002
EXPERIENCE LIFE	2544873	3/5/2002
LEANSOURCE	2802101	1/6/2004
LIFE TIME FITNESS	2689399	2/18/2003

LIFE TIME FITNESS	2140172	3/3/1998
	2991412	9/6/2005
MINNEAPOLIS LIFE TIME ATHLETIC CLUB	2413208	12/12/2000
	2882536	09/07/2004
MULTIVION FREQUEN-SEES	2077538	7/8/1997
LIFE TIME FITNESS AND DESIGN	2199734	10/27/1997
LIFE TIME SPORTS	2255837	6/22/1999
LIFE TIME FITNESS HEALTH ENHANCEMENT SERIES	2416503	12/26/2000
MASTER YOUR METABOLISM	2400952	10/31/2000
LIFE TIME FITNESS EXPRESS	2436338	3/30/2001
MEMBER ADVANTAGE LIFE TIME FITNESS	2415576	12/26/2000
LOVE LIFE	2385717	9/12/2000
EXPERIENCE	2431813	2/27/2001
KICKING, RUNNING, SIT-UP, WEIGHTLIFTING, SWIMMING AND BICYCLING ACTION FIGURES	2621306	9/17/2002
LIFE TIME FITNESS TRIATHLON AND DESIGN	2722501	6/3/2003
TRIANGLE DESIGN	2808049	1/27/2004
TRIANGLE DESIGN	2811553	2/3/2004
GENERAL FITNESS AND DESIGN	2907824	12/7/2004

Reel/Frame 3154/0134
 Registrant: LIFE TIME FITNESS, INC.

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	2628257	10/1/2002
Running Action Figure		



Swimming Action Figure

2628259

10/1/2002



Bicycling Action Figure

2628260

10/1/2002

EXPERIENCE LIFE

2544873

3/5/2002

LEANSOURCE

2802101

1/6/2004

LIFE TIME FITNESS

2689399

2/18/2003

LIFE TIME FITNESS

2140172

3/3/1998



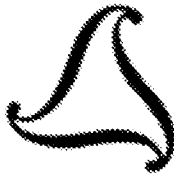
2991412

9/6/2005

MINNEAPOLIS LIFE TIME ATHLETIC CLUB

2413208

12/12/2000



2882536

09/07/2004

MULTIVION FREQUEN-SEES

2077538

7/8/1997

LIFE TIME FITNESS AND DESIGN

2199734

10/27/1997

LIFE TIME SPORTS

2255837

6/22/1999

LIFE TIME FITNESS HEALTH ENHANCEMENT SERIES

2416503

12/26/2000

MASTER YOUR METABOLISM

2400952

10/31/2000

LIFE TIME FITNESS EXPRESS

2436338

3/30/2001

MEMBER ADVANTAGE LIFE TIME FITNESS

2415576

12/26/2000

LOVE LIFE

2385717

9/12/2000

EXPERIENCE

2431813

2/27/2001

KICKING, RUNNING, SIT-UP,

2621306

9/17/2002

WEIGHTLIFTING, SWIMMING AND

BICYCLING ACTION FIGURES

LIFE TIME FITNESS TRIATHLON AND DESIGN

2722501

6/3/2003

TRIANGLE DESIGN

2808049

1/27/2004

TRIANGLE DESIGN

2811553

2/3/2004

GENERAL FITNESS AND DESIGN

2907824

12/7/2004

Reel/Frame 3551/0970 and corrected Reel/Frame: 3571/0854
Registrant: LIFE TIME FITNESS, INC.

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LIFE LAB	3554618	12/30/2008
LIFE TIME FITNESS TRIATHLON SERIES	3321699	10/23/2077

Reel/Frame 4585/0685 and corrected Reel/Frame: 4586/0843
Registrant: LIFE TIME FITNESS, INC.

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MYHEALTHCHECK	4298537	03/05/2013

SCHEDULE 2
to
RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS
OTHER TRADEMARKS

Reel/Frame 5077/0320
Registrant: LIFE TIME FITNESS, INC.

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LIFE TIME ATHLETIC	4198299	08/28/2012
MYHEALTHSCORE	4234897	10/30/2012