

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM346551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIFE TIME FITNESS, INC.		06/10/2015	CORPORATION: MINNESOTA
LTF TRIATHLON SERIES, LLC		06/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
CHRONOTRACK SYSTEMS CORP.		06/10/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Bank: GERMANY		
<b>PROPERTY NUMBERS Total: 56</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4298537	MYHEALTHCHECK	
<b>Registration Number:</b>	4234897	MYHEALTHSCORE	
<b>Registration Number:</b>	4198299	LIFE TIME ATHLETIC	
<b>Registration Number:</b>	3735347	TEAM TRAINING EDUCATION ACCOUNTABILITY M	
<b>Registration Number:</b>	3554618	LIFE LAB	
<b>Registration Number:</b>	2802101	LEANSOURCE	
<b>Registration Number:</b>	2544873	EXPERIENCE LIFE	
<b>Registration Number:</b>	2689399	LIFE TIME FITNESS	
<b>Registration Number:</b>	2413208	MINNEAPOLIS LIFE TIME ATHLETIC CLUB	
<b>Registration Number:</b>	2140172	LIFE TIME FITNESS	
<b>Registration Number:</b>	2991412	LIFE TIME FITNESS	
<b>Registration Number:</b>	2628260		
<b>Registration Number:</b>	2628259		
<b>Registration Number:</b>	2628257		
<b>Registration Number:</b>	2621307		
<b>Registration Number:</b>	4669612	LIFECAFE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4537159	SHAPE MEDICAL
Registration Number:	4537158	SHAPE WELLNESS CENTER
Serial Number:	86566971	CORE 3 THE LIFE TIME METHOD
Serial Number:	86567907	LIFE TIME
Serial Number:	86567915	LIFE TIME
Serial Number:	86547026	LIFESPA
Serial Number:	86528986	· ULTIMATE · HOOPS
Registration Number:	3840979	NYC TRI
Registration Number:	3840977	NYC TRIATHLON
Registration Number:	3840976	NEW YORK CITY TRIATHLON
Registration Number:	3731128	CHRONOTRACK SYSTEMS
Registration Number:	3722001	D-TAG
Registration Number:	3828184	B-TAG
Registration Number:	4679083	
Serial Number:	86337757	RUN ON TRUSTED INNOVATION
Serial Number:	86319271	FLASHPOINT
Registration Number:	4691551	CHRONOTRACK
Registration Number:	3667955	13.1
Registration Number:	3574253	MARATHON 13.1
Registration Number:	3624891	MARATHON THIRTEEN.ONE
Registration Number:	3624897	13.1 MARATHON
Registration Number:	3624898	THIRTEEN.ONE MARATHON
Registration Number:	4065023	13.1 MARATHON
Registration Number:	4092404	US ROAD SPORTS & ENTERTAINMENT GROUP
Registration Number:	4100495	WHERE THE PARTY MEETS THE PAVEMENT
Registration Number:	4100491	YOU CAN'T RUN A FULL WITHOUT FINISHING A
Registration Number:	4100492	IT ISN'T HALF OF ANYTHING
Registration Number:	4100496	RUN MIAMI FAMOUS
Registration Number:	4100494	RUN FAMOUS
Registration Number:	3077991	MIAMI MARATHON
Registration Number:	4114361	MIAMI MARATHON
Registration Number:	3099544	MIAMI HALF MARATHON
Registration Number:	4114343	MIAMI HALF MARATHON
Registration Number:	3116813	MIAMI MARATHON AND HALF MARATHON
Registration Number:	4100493	WE MAKE YOUR WEEKENDS BETTER!
Registration Number:	3033477	SALT LAKE CITY MARATHON & 5K
Registration Number:	4329737	SALT LAKE CITY HALF MARATHON
Registration Number:	4329738	SALT LAKE CITY MARATHON

Property Type	Number	Word Mark
Registration Number:	4329739	SALT LAKE CITY MARATHON & HALF MARATHON
Registration Number:	4333172	UTAH SALT LAKE CITY MARATHON HALF MARATH

# 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

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

# Total Attachments: 9

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# **TRADEMARK SECURITY AGREEMENT**

dated as of June 10, 2015

## Additional Conveying Parties:

LTF TRIATHLON SERIES, LLC,  
a Delaware limited liability company

CHRONOTRACK SYSTEMS CORP.,  
a Delaware corporation

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of June 10, 2015, by and among **LIFE TIME FITNESS, INC., LTF TRIATHLON SERIES, LLC, CHRONOTRACK SYSTEMS CORP.** (each, a “**Grantor**” and collectively, the “**Grantors**”) and **DEUTSCHE BANK AG NEW YORK BRANCH**, in its capacity as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

**WITNESSETH:**

WHEREAS, Grantors are party to a Pledge and Security Agreement, dated as of June 10, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “**Security Agreement**”), in favor of the Collateral Agent pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral owned by such Grantor:

- (a) Trademarks owned by such Grantor listed on Schedule I attached hereto;
- (b) all goodwill of the business symbolized by such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each applicable Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other

electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement(s). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) (IF ANY). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) AND THIS AGREEMENT, THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT(S) WILL GOVERN AND CONTROL.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

~~LIFE TIME FITNESS, INC.~~, as Grantor,

By: \_\_\_\_\_

Name: Eric Buss

Title: Executive Vice President and Chief  
Financial Officer

~~LTF TRIATHLON SERIES, LLC~~, as Grantor,

By: \_\_\_\_\_

Name: Eric Buss

Title: Executive Vice President and Chief  
Financial Officer

~~CHRONOTRACK SYSTEMS CORP.~~, as Grantor,

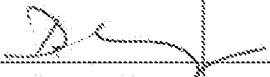
By: \_\_\_\_\_

Name: Eric Buss

Title: Executive Vice President and Chief  
Financial Officer






DEUTSCHE BANK AG NEW YORK BRANCH, as  
Collateral Agent









By:   
Name: **Mary Kay Coyle**  
Title: **Managing Director**




By:   
Name: **Dusan Lazarov**  
Title: **Director**



### Trademarks and Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date / Registration Date</u>
Life Time Fitness, Inc.	MYHEALTHCHECK	4298537	03/05/2013
Life Time Fitness, Inc.	MYHEALTHSCORE	4234897	10/30/2012
Life Time Fitness, Inc.	LIFE TIME ATHLETIC	4198299	08/28/2012
Life Time Fitness, Inc.	TEAM TRAINING EDUCATION ACCOUNTABILITY MOTIVATION	3735347	1/5/2010
Life Time Fitness, Inc.	LIFE LAB	3554618	12/30/2008
Life Time Fitness, Inc.	LEANSOURCE	2802101	1/6/2004
Life Time Fitness, Inc.	EXPERIENCE LIFE	2544873	3/5/2002
Life Time Fitness, Inc.	LIFE TIME FITNESS	2689399	2/18/2003
Life Time Fitness, Inc.	MINNEAPOLIS LIFE TIME ATHLETIC CLUB	2413208	12/12/2000
Life Time Fitness, Inc.	LIFE TIME FITNESS	2140172	3/3/1998
Life Time Fitness, Inc.		2991412	9/6/2005
Life Time Fitness, Inc.		2628260	10/1/2002
Life Time Fitness, Inc.		2628259	10/1/2002
Life Time Fitness, Inc.		2628257	10/1/2002
Life Time Fitness, Inc.		2621307	9/17/2002
Life Time Fitness, Inc.	LEADMAN TRIATHLON (NEVADA STATE MARK)	Entity # E0679202011-0	12/15/2011
Life Time Fitness, Inc.	LIFECAFE	4669612	Filing Date: 08/15/2013
Life Time Fitness, Inc.	SHAPE MEDICAL	4537159	5/27/2014
Life Time Fitness, Inc.	SHAPE WELLNESS CENTER	4537158	5/27/2014

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date / Registration Date</u>
Life Time Fitness, Inc.		86/566,971	03/17/2015
Life Time Fitness, Inc.		86/567,907	03/18/2015
Life Time Fitness, Inc.	LIFETIME	86/567,915	03/18/2015
Life Time Fitness, Inc.	 LIFESPA	86/547,026	02/26/2015
Life Time Fitness, Inc.		86/528,986	02/09/2015
LTF Triathlon Series, LLC	NYC TRI	3840979	8/31/2010
LTF Triathlon Series, LLC	NYC TRIATHLON	3840977	8/31/2010
LTF Triathlon Series, LLC	NEW YORK CITY TRIATHLON	3840976	8/31/2010
ChronoTrack Systems Corp.		3731128	12/29/2009
ChronoTrack Systems Corp.	D-TAG	3722001	12/8/2009
ChronoTrack Systems Corp.	B-TAG	3828184	8/3/2010
ChronoTrack Systems Corp.		4679083	1/27/2015
ChronoTrack Systems Corp.		86/337,757	Filing Date: 07/15/2014
ChronoTrack Systems Corp.	FLASHPOINT	86/319,271	Filing Date: 06/24/2014
ChronoTrack Systems Corp.		4691551	Filing Date: 06/24/2014
LTF Triathlon Series, LLC	13.1	3667955	8/11/2009
LTF Triathlon Series, LLC	MARATHON 13.1	3574253	2/10/2009

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date / Registration Date</u>
LTF Triathlon Series, LLC	MARATHON THIRTEEN.ONE	3624891	5/19/2009
LTF Triathlon Series, LLC	13.1 MARATHON	3624897	5/19/2009
LTF Triathlon Series, LLC	THIRTEEN.ONE MARATHON	3624898	5/19/2009
LTF Triathlon Series, LLC		4065023	12/6/2011
LTF Triathlon Series, LLC		4092404	1/24/2012
LTF Triathlon Series, LLC	WHERE THE PARTY MEETS THE PAVEMENT	4100495	2/21/2012
LTF Triathlon Series, LLC	YOU CAN'T RUN A FULL WITHOUT FINISHING A HALF	4100491	2/21/2012
LTF Triathlon Series, LLC	IT ISN'T HALF OF ANYTHING	4100492	2/21/2012
LTF Triathlon Series, LLC	RUN MIAMI FAMOUS	4100496	2/21/2012
LTF Triathlon Series, LLC	RUN FAMOUS	4100494	2/21/2012
LTF Triathlon Series, LLC	MIAMI MARATHON	3077991	4/4/2012
LTF Triathlon Series, LLC	MIAMI MARATHON	4114361	3/20/2012
LTF Triathlon Series, LLC	MIAMI HALF MARATHON	3099544	5/30/2006
LTF Triathlon Series, LLC	MIAMI HALF MARATHON	4114343	3/20/2012
LTF Triathlon Series, LLC		3116813	7/18/2006
LTF Triathlon Series, LLC	WE MAKE YOUR WEEKENDS BETTER!	4100493	2/21/2012

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date / Registration Date</u>
LTF Triathlon Series, LLC		3033477	12/27/2005
LTF Triathlon Series, LLC	SALT LAKE CITY HALF MARATHON	4329737	5/7/2013
LTF Triathlon Series, LLC	SALT LAKE CITY MARATHON	4329738	5/7/2013
LTF Triathlon Series, LLC	SALT LAKE CITY MARATHON AND HALF MARATHON	4329739	5/7/2013
LTF Triathlon Series, LLC		4333172	5/14/2013