

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346588

|   |  |                                   |                    |
|---|--|-----------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                   |                                   |                    |
| <b>NATURE OF CONVEYANCE:</b>  | Release of Security Interest in Trademark Rights |                                   |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                                   |                    |
| <b>Name</b>   | <b>Formerly</b>                                  | <b>Execution Date</b>             | <b>Entity Type</b> |
| U.S. Bank National Association  |  | 06/10/2015                        | Bank: OHIO         |
| <b>RECEIVING PARTY DATA</b>   |  |                                   |                    |
| <b>Name:</b>  | Life Time Fitness, Inc.                          |                                   |                    |
| <b>Street Address:</b>  | 2902 Corporate Place                             |                                   |                    |
| <b>City:</b>  | Chanhassen                                       |                                   |                    |
| <b>State/Country:</b>   | MINNESOTA  |                                   |                    |
| <b>Postal Code:</b>   | 55317  |                                   |                    |
| <b>Entity Type:</b>   | CORPORATION: MINNESOTA                           |                                   |                    |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                                   |                    |
| <b>Property Type</b>  | <b>Number</b>                                    | <b>Word Mark</b>                  |                    |
| <b>Registration Number:</b>   | 3554618  | LIFE LAB                          |                    |
| <b>Registration Number:</b>   | 3321699  | LIFETIME FITNESS TRIATHLON SERIES |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                                   |                    |
| <b>Fax Number:</b>  | 8004947512                                       |                                   |                    |
| <i>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.</i> |  |                                   |                    |
| <b>Phone:</b>   | 202-370-4750                                     |                                   |                    |
| <b>Email:</b>   | ipteam@nationalcorp.com                          |                                   |                    |
| <b>Correspondent Name:</b>  | Joanna McCall                                    |                                   |                    |
| <b>Address Line 1:</b>  | 1025 Vermont Ave NW, Suite 1130                  |                                   |                    |
| <b>Address Line 2:</b>  | National Corporate Research, LTD                 |                                   |                    |
| <b>Address Line 4:</b>  | 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                                       |                                   |                    |
| <b>Total Attachments: 8</b>   |  |                                   |                    |
| source=#87384552v1 - (Magni - Trademark Security Release (LTF)(4)).scan#page2.tif   |  |                                   |                    |
| source=#87384552v1 - (Magni - Trademark Security Release (LTF)(4)).scan#page3.tif   |  |                                   |                    |

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source=#87384552v1 - (Magni - Trademark Security Release (LTF)(4)).scan#page9.tif

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.

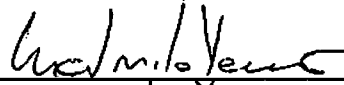
The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative or representatives, as the case may be, to record this Release with the USPTO. The Assignor further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States 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: Mita Yacovlev  
Title: V.P.

[Signature Page to Trademark Release]




**TRADEMARK  
REEL: 005567 FRAME: 0171**


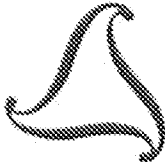
**SCHEDULE 1**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**  
**TRADEMARKS**

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<br>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.

| Trademark   | Registration No. | Registration Date |
|---|------------------|-------------------|
|  | 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



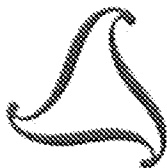
2991412

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

2811353

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               |

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