

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BALLY TOTAL FITNESS HOLDING CORPORATION		06/08/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	24 HOUR FITNESS HOLDINGS, LLC		
Street Address:	12647 Alcosta Boulevard, Suite 500		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Serial Number:	86299036	POWER HOUR	
Registration Number:	2030899	B	
Registration Number:	1992150	BALLY TOTAL FITNESS	
Registration Number:	1973721	B BALLY TOTAL FITNESS	
Registration Number:	2020345	B BALLY TOTAL FITNESS	
Registration Number:	2672535	BALLY TOTAL FITNESS	
Registration Number:	3029648	BFIT COMMUNITIES	
Registration Number:	2803390	ENERGY DRINK E BLAST B BALLY TOTAL FITNE	
Registration Number:	2934079	BTF-X	
Registration Number:	2961011	BLAST B BALLY TOTAL FITNESS	
Registration Number:	2953473	SHAPE-UP SWEEPSTAKES	
Registration Number:	2993236	B TOTAL FITNESS	
Registration Number:	3146750	B BALLY TOTAL FITNESS	
Registration Number:	3428389	CLUB BALLY MEMBER REWARDS	
Registration Number:	3357795	B	
Registration Number:	3509268	TOTAL RESULTS WEIGHT LOSS SOLUTION	
Registration Number:	3489388	NST MUSCLE COMPLEX	
Registration Number:	3612944	NST HI-PRO SHOT	
Registration Number:	3595348	TOTAL RESULTS GROUP WEIGHT LOSS	
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Property Type	Number	Word Mark
Registration Number:	3502317	NST NITRIC FUSION
Registration Number:	3690115	BEST START
Registration Number:	4019942	RAPID RESULTS
Registration Number:	4125890	BALLY ASSURANCE
Registration Number:	4158591	B BALLY SPORT
Registration Number:	4165414	BALLY SPORT
Registration Number:	4283589	B FIT
Registration Number:	2426244	RAPID RESULTS
Registration Number:	2582192	BALLYFITNESS.COM
Registration Number:	1965334	PINNACLE FITNESS
Registration Number:	2217664	BFIT
Registration Number:	3219807	B BALLY TOTAL FITNESS
Registration Number:	3559570	NST NUTRITION SPORTS TECHNOLOGY
Registration Number:	2374747	1-800-FITNESS
Registration Number:	1973571	1-800-WORKOUT
Registration Number:	2077581	B TRIM
Registration Number:	2533193	BFIT
Registration Number:	2840454	BFIT
Registration Number:	2912905	BFIT GEAR
Registration Number:	2518918	BFIT-RX
Registration Number:	2339487	BLEAN
Registration Number:	2302269	KWANDO
Registration Number:	2456429	POWERBALL
Registration Number:	2380507	POWERFLEX
Registration Number:	2470323	SNACK RIGHT
Registration Number:	1657665	THE 30 MINUTE WORKOUT
Registration Number:	3936342	BALLY THE MOST TRUSTED NAME IN FITNESS
Registration Number:	3953883	RIVER EAST CLUB
Registration Number:	4040599	B ON THE MOVE
Registration Number:	3984396	BALLY SPORTS CLUBS
Registration Number:	4044266	RESOLUTION REBOOT

CORRESPONDENCE DATA

Fax Number: 4158828220

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: 415-882-8200

Email: sfttrademarks@klgates.com, sharoni.finkelstein@klgates.com,
eve.gornall@klgates.com

Correspondent Name: Susan E. Hollander

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Address Line 1: K&L Gates LLP
Address Line 2: 4 Embarcadero Center, Suite 1200
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 1402044.00001 BALLY TOTAL

NAME OF SUBMITTER: Sharoni S. Finkelstein

SIGNATURE: /Sharoni S. Finkelstein/

DATE SIGNED: 10/02/2015

Total Attachments: 29

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Assignment and Assumption Agreement

This Assignment and Assumption Agreement ("Assignment"), effective as of June 8, 2015, is entered into by and between the parties identified as assignors on the signature pages hereof (each, an "Assignor," and collectively, the "Assignors"), and 24 Hour Fitness Holdings, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Assignors are the owners of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks"); those certain copyright registrations and applications identified on Schedule B attached hereto ("Assigned Copyrights"); those certain internet domain name registrations identified on Schedule C attached hereto ("Assigned Domain Names"); and trade secrets, unregistered trademarks, and other Bally IP (as defined in the Purchase Agreement (as defined below));

WHEREAS, pursuant to that certain Purchase Agreement, dated as of December 6, 2014 (the "Purchase Agreement"), between Bally (as defined therein) and Buyer, Bally has agreed to sell to Buyer, and Buyer has agreed to purchase from Bally, certain assets related to and used by Bally in connection with the Acquired Clubs (as defined in and except as otherwise qualified in the Purchase Agreement) and to assume certain liabilities of Bally in connection with the Acquired Clubs (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignors have agreed to assign to Buyer, and Buyer has agreed to acquire from Assignors, upon the exercise of the Bally IP Option (as defined in the Purchase Agreement), all of Assignors' right, title, and interest in and to certain of the Assignors' Intellectual Property, including the Assigned Trademarks, the Assigned Copyrights, the Assigned Domain Names, and the Unregistered IP Rights (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Assignor and Buyer hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Subject to the terms and conditions of the Purchase Agreement, each applicable Assignor (as identified on Schedule A) hereby sells, transfers and assigns to Buyer, and each Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Authorities with respect to such Assigned Trademarks.

3. Conveyance and Acceptance of Assigned Copyrights. Subject to the terms and conditions of the Purchase Agreement, each applicable Assignor (as identified on Schedule B) hereby sells, transfers and assigns to Buyer, and each Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Copyrights (as identified on

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Schedule B), the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all Authorities with respect to such Assigned Copyrights.

4. Conveyance and Acceptance of Assigned Domain Names. Subject to the terms and conditions of the Purchase Agreement, each applicable Assignor (as identified on Schedule C) hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Domain Names (as identified on Schedule C), the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Authorities with respect to such Assigned Domain Names.

5. Conveyance and Acceptance of Assigned Unregistered IP Rights. Subject to the terms and conditions of the Purchase Agreement, each Assignor hereby sells, transfers and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to any unregistered Bally IP, including without limitation, unregistered trademarks (and the goodwill of the business connected with the use thereof and symbolized thereby), unregistered copyrights, and trade secrets that are included in the Bally IP (collectively, "Unregistered IP Rights"), and the right to pursue registrations and applications for registration thereof, the right to sue and recover for any past, present, or future infringement or misappropriation thereof, the right to secure registration of this Assignment, and the right to initiate other proceedings before all Authorities with respect to such Unregistered IP Rights.

6. Recordation.

a. Authorization. Each Assignor hereby authorizes and requests that the Director of the U.S. Patent & Trademark Office, the Commissioner for Trademarks, the Register of Copyrights, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Each Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to its Assigned Trademarks.

b. Domain Names. Each Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Each Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Buyer's request and expense the applicable Assignor will cooperate with Buyer to (i) complete any registrant name change agreement or other form required by any applicable Registering



Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Buyer.

7. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

8. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Bally, Buyer, or Assignors, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNORS:

Bally Total Fitness Holding Corporation

By: [Signature] / SVP
Name: Edward S. Acquaviva, Jr. / SVP
Title: Senior Vice President


Bally Total Fitness Corporation

By: [Signature] / SVP
Name: Edward S. Acquaviva, Jr. / SVP
Title: Senior Vice President

By: [Signature] / SVP
Name: Edward S. Acquaviva, Jr. / SVP
Title: Senior Vice President

BUYER:

24 HOUR FITNESS HOLDINGS LLC


Name: Frank J. DiPietro
Title: President

[Signature Page to Assignment and Assumption Agreement]



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SCHEDULE A

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ASSIGNMENT OF INTELLECTUAL PROPERTY

BALLY INTERNATIONAL TRADEMARKS

BCL Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9163-376	Australia	BALLY TOTAL FITNESS	005; 028; 041	Renewed	8/1/2002	921849	6/24/2003	9218 49	8/1/2022
9565-377	Australia	B BALLY TOTAL FITNESS Postage Stamp Design	005; 028; 041	Renewed	8/1/2002	921850	6/24/2003	9218 50	8/1/2022
9565-639	Bahamas	B IN CIRCLE DESIGN W/BALLY TOTAL FITNESS	38	Published	7/6/2006	29590			7/6/2020
9565-660	Bahamas	B IN CIRCLE DESIGN W/BALLY TOTAL FITNESS	49	Registered	7/6/2006	29591	1/18/2012	29591	7/6/2020

Int. Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-661	Bahamas	R IN CIRCLE DESIGN	49	Registered	7/6/2006	29589	1/15/2012	2958 9	7/6/2020
9565-662	Bahamas	R IN CIRCLE DESIGN	38	Registered	7/6/2006	29588	1/18/2012	2958 8	7/6/2020
9565-143	Brazil	BALLY TOTAL FITNESS	5	Registered	7/5/2001	824082249	12/12/2006	824082249	12/12/2016
9565-144	Brazil	B (STYLIZED)	5	Registered	7/5/2001	824082370	7/31/2007	824082370	7/31/2017
9565-145	Brazil	BALLY TOTAL FITNESS Postage Stamp Design	5	Registered	7/5/2001	8408320	12/12/2006	824082320	12/12/2016
9565-244	Brazil	BALLY TOTAL FITNESS	28	Registered	7/5/2001	824082311	12/12/2006	824082311	12/12/2016
9565-245	Brazil	BALLY TOTAL FITNESS	41	Registered	7/5/2001	824082257	12/12/2006	84082257	12/12/2016
9565-246	Brazil	B (STYLIZED)	28	Registered	7/5/2001	824082338	7/31/2007	824082338	7/31/2017
9565-247	Brazil	B (STYLIZED)	41	Registered	7/5/2001	824082389	7/31/2007	824082389	7/31/2017



REG. Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-248	Brazil	B BALLY TOTAL FITNESS Postage Stamp Design	28	Registered	7/5/2001	824082354	12/12/2006	824082354	12/12/2016
9565-249	Brazil	B BALLY TOTAL FITNESS Postage Stamp Design	41	Registered	7/5/2001	824082362	12/12/2006	824082362	12/12/2016
9565-518	Canada	BALLY TOTAL FITNESS	0	Registered	3/11/1996	806730	9/23/2002	TMA567, 850	9/23/2017
9565-519	Canada	B BALLY TOTAL FITNESS Postage Stamp Design	0	Registered	3/11/1996	806688	9/23/2002	TMA567, 815	9/23/2017
9565-621	Canada	BUILD YOUR OWN MEMBERSHIP	0	Registered	10/12/2005	1275366	1/24/2007	TMA6802, 48	1/24/2022
9565-626	Canada	BUNT TO FIT	0	Registered	11/16/2005	1279753	3/8/2007	TMA6832, 90	3/8/2022



Reel Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9865-564	Canada	B IN CIRCLE DESIGN	0	Registered	6/23/2006	1306836	7/10/2012	TMA827.8 31	7/10/2027
9865-737	Canada	BALLY MATRIX FITNESS CENTRE	0	Renewed	7/2/1986	565612	6/9/1989	TMA356.7 69	6/9/2019
9865-738	Canada	KW/ANDO	000,000	Registered	2/4/2000	1045216	12/13/2002	TMA5722 51	12/13/2017
9865-116	China P.R.	B BALLY TOTAL FITNESS Postage Stamp Design	41	Dispatched	3/12/2001	200103480 6	11/21/2002	1949829	11/20/2012
9865-230	China P.R.	BALLY (STYLIZED)	41	Dispatched	8/15/2001	200114806 6	3/21/2003	1986007	3/20/2013



BCL Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9365-561	China P.R.	BEIJIAN SHEN (Chinese Transliteration of "BALLY TOTAL FITNESS")	28	Registered	12/20/2004	4424044	11/7/2008	4424044	11/6/2018
9365-648	China P.R.	BIN CIRCLE DESIGN	25	Registered	6/23/2006	5438629	11/21/2010	5438629	11/20/2020
9365-649	China P.R.	BIN CIRCLE DESIGN	28	Registered	6/23/2006	5438628	6/28/2011	5438628	6/27/2021
9365-650	China P.R.	BIN CIRCLE DESIGN	41	Registered	6/23/2006	5438627	3/28/2010	5438627	3/27/2020
9365-651	China P.R.	BEIJIAN SHEN (Chinese Transliteration of "BALLY TOTAL FITNESS")	25	Registered	6/23/2006	5438625	8/21/2009	5438625	8/20/2019
9365-652	China P.R.	BALLY TOTAL FITNESS	25	Registered	6/23/2006	5438626	11/21/2009	5438626	11/20/2019
9365-72	China P.R.	B (STYLIZED)	41	Renewed	10/25/2000	200016385 ⁷	4/14/2002	1749696	4/13/2022



INCL. REG.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-73	China P.R.	BALLY SPORTS CLUB	41	Renewed	10/25/2000	200016385 6	6/21/2002	1794311	6/20/2022
9565-75	China P.R.	BALLY TOTAL FITNESS	41	Renewed	10/19/2000	200016039 5	4/28/2002	1759644	4/27/2022
9565-15	Community Trademark	BALLY TOTAL FITNESS	028; 005; 041	Renewed	9/7/1999	001301027	5/14/2003	001301027	9/30/2019
9565-158	Community Trademark	B BALLY TOTAL FITNESS Postage Stamp Design	005; 028; 041	Renewed	7/25/2001	2316057	4/3/2003	002316057	7/31/2021
9565-39	Community Trademark	B (STYLIZED) FITNESS	005;041	Renewed	11/19/1999	1391093	3/7/2003	001391093	11/30/2019
9565-40	Community Trademark	B (STYLIZED)	041; 028; 005	Renewed	12/16/1999	1427087	3/12/2001	001427087	12/31/2019
9565-42	Community Trademark	BFF	028 ;041	Renewed	11/22/1999	1404201	5/24/2004	001404201	11/30/2019
9565-44	Community Trademark	BALLY FITNESS	005; 028; 041	Renewed	11/22/1999	1392646	2/4/2003	001392646	11/30/2019
9565-45	Community Trademark	BALLY SPORTS CLUBS	005; 028; 041	Renewed	11/22/1999	1404235	2/18/2003	001404235	11/30/2019



BCL Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Date
9565-49	Community Trademark	POWERFILE X	028; 005; 041	Renewed	3/3/2000	001538750	5/8/2001	001538750	3/31/2020
9565-595	Community Trademark	B BALLY TOTAL FITNESS & DESIGN	005; 078; 041	Registered	3/29/2005	4361606	4/25/2006	004361606	3/31/2015
9565-624	Community Trademark	BUILT TO FIT	005; 041; 044	Registered	11/15/2005	4719027	12/7/2006	004719027	11/30/2015
9565-616	Dominican Republic	BALLY TOTAL FITNESS	41	Registered	8/4/2005	2008- 50640	11/29/2005	151669	11/29/2015
9565-823	El Salvador	BALLY TOTAL FITNESS	41	Registered	6/24/2010	201010187 9	1/27/2011	185	1/27/2021
9565-824	El Salvador	BALLY TOTAL FITNESS		Registered	6/24/2010	201010187 8	2/4/2011	174	2/4/2021
9565-96	Guatemala	BALLY TOTAL FITNESS	41	Renewed	3/6/2001	M-1465- 2001	9/3/2001	112572	9/2/2021
9565-98	Guatemala	B BALLY TOTAL FITNESS Postage Stamp Design	41	Renewed	3/6/2001	M-1454- 2001	9/3/2001	112570	9/2/2021

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Reg. Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-99	Guatemala	B (STYLLIZED)	41	Renewed	3/6/2001	M-1455- 2001	9/3/2001	112571	9/2/2021
9565-379	Hong Kong	BALLY TOTAL FITNESS	005; 028; 041	Renewed	8/1/2002	11925/200 2	5/9/2003	2003B056 27AA	7/31/2019
9565-208	India	BALLY TOTAL FITNESS	5	Renewed	7/20/2001	01029200	10/5/2005	1029200	7/20/2021
9565-209	India	BALLY TOTAL FITNESS	28	Renewed	7/20/2001	01029199	9/22/2005	1029199	7/20/2021
9565-210	India	B (STYLLIZED)	5	Renewed	7/20/2001	01029203	7/20/2001	1029203	7/20/2021
9565-211	India	B (STYLLIZED)	28	Renewed	7/20/2001	01029204	2/5/2007	1029204	7/20/2021
9565-212	India	BALLY (STYLLIZED)	5	Renewed	7/20/2001	01029201	7/20/2001	1029201	7/20/2021
9565-215	India	B.BALLY TOTAL FITNESS Postage Stamp Design	5	Renewed	7/20/2001	01029205	8/8/2005	1029205	7/20/2021
9565-216	India	B.BALLY TOTAL FITNESS Postage Stamp Design	28	Renewed	7/20/2001	01029206	1/19/2005	1029206	7/20/2021

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Reg. No.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-217	India	B (STYLIZED)	41	Published	9/17/2003	1237701			9/17/2023
9565-54	Japan	BALLY TOTAL FITNESS	5	Renewed	4/6/2000	2880-35914	4/6/2001	4464977	4/6/2021
9565-64	Mexico	BALLY TOTAL FITNESS	41	Renewed	7/19/2000	437213	8/29/2000	669526	7/19/2020
9565-657	Mexico	B IN CIRCLE DESIGN	41	Registered	6/27/2006	796946	2/23/2007	973867	6/27/2016
9565-666	Mexico	B IN CIRCLE DESIGN W/BALLY TOTAL FITNESS	41	Registered	6/27/2006	796945	2/26/2007	974353	6/27/2016
9565-67	Mexico	B (STYLIZED)	41	Renewed	7/19/2000	437218	9/27/2000	672095	7/19/2020
9565-594	New Zealand	B BALLY TOTAL FITNESS & DESIGN	41	Registered	4/1/2005	727543	11/10/2005	727543	4/1/2015
9565-596	New Zealand	BALLY TOTAL FITNESS	41	Registered	4/1/2005	727541	11/10/2005	727541	4/1/2015
9565-846	Nicaragua	BALLY TOTAL FITNESS	41	Registered	11/8/2010	2010-003447	1/11/2012	201209412 4LM	1/10/2022



BCI Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-600	Russian Federation	BALLY TOTAL FITNESS	41	Registered	5/20/2005	200571267	2/20/2007	321448	5/20/2015
9565-605	Russian Federation	BALLY TOTAL FITNESS & DESIGN	41	Registered	5/20/2005	200571267	2/20/2007	321447	5/20/2015
9565-397	Singapore	BALLY TOTAL FITNESS	5	Renewed	8/1/2002	102/11636	8/1/2002	102/11636	8/1/2022
9565-398	Singapore	BALLY TOTAL FITNESS	28	Renewed	8/1/2002	102/11637	8/1/2002	102/11637	8/1/2022
9565-399	Singapore	BALLY TOTAL FITNESS	41	Renewed	8/1/2002	102/11638	8/1/2002	102/11638	8/1/2022
9565-400	Singapore	BALLY TOTAL FITNESS Postage Stamp Design	5	Renewed	8/1/2002	102/11639	8/1/2002	102/11639	8/1/2022
9565-401	Singapore	BALLY TOTAL FITNESS Postage Stamp Design	28	Renewed	8/1/2002	102/11640	8/1/2002	102/11640	8/1/2022

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REEL: 005636 FRAME: 0821

INCL Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-402	Singapore	B/BALLY TOTAL FITNESS Passage Stamp Design	41	Renewed	8/1/2002	702/11641 H	8/1/2002	702/11641 H	8/1/2022
9565-653	South Korea	B IN CIRCLE DESIGN	25,28 ; 41	Registered	6/23/2006	45-2006-2293	6/1/2007	20214	6/1/2017
9565-667	South Korea	B IN CIRCLE DESIGN	25	Registered	6/30/2006	40-2006-34339	11/28/2007	729453	11/28/2017
9565-668	South Korea	BALLY TOTAL FITNESS	25	Registered	6/30/2006	40-2006-34339	11/28/2007	40-07-29453000	011/28/2017
9565-676	South Korea	B IN CIRCLE DESIGN W/BALLY TOTAL FITNESS	25	Registered	6/30/2006	40-2006-34337	10/29/2007	726857	10/29/2017
	South Korea	BALLY TOTAL FITNESS	028	Pending	3/4/2015	40-2015-0015981			
	South Korea	BALLY TOTAL FITNESS	041	Pending	3/4/2015	41-2015-0009866			

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BCL Ref.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-601	Ukraine	BALLY TOTAL FITNESS	41	Registered	7/7/2005	M21005075 57	3/15/2007	73274	7/7/2015
9565-606	Ukraine	B BALLY TOTAL FITNESS & DESIGN	41	Registered	7/7/2005	M21005075 58	3/15/2007	73275	7/7/2015



BALLY TOTAL FITNESS HOLDING CORPORATION U.S. TRADEMARKS

Bucket Number	Mark	Owner	Status
9565-931	POWER HOUR	Bally Total Fitness Holding Corporation	Piled
9565-111	B (STYLIZED)	Bally Total Fitness Holding Corporation	Registered
9565-112	BALLY TOTAL FITNESS	Bally Total Fitness Holding Corporation	Registered
9565-113	B (STYLIZED)BALLY TOTAL FITNESS (DESIGN)	Bally Total Fitness Holding Corporation	Registered
9565-114	B (STYLIZED)BALLY TOTAL FITNESS	Bally Total Fitness Holding Corporation	Registered
9565-122	BALLY TOTAL FITNESS	Bally Total Fitness Holding Corporation	Registered
9565-340	BFIT COMMUNITIES	Bally Total Fitness Holding Corporation	Registered
9565-373	BLAST and Design	Bally Total Fitness Holding Corporation	Registered
9565-477	Mark BFF-X	Bally Total Fitness Holding Corporation	Registered
9565-490	Blast and Rocket Design	Bally Total Fitness Holding Corporation	Registered
9565-495	SHAPE-UP SWEEPSTAKES	Bally Total Fitness Holding Corporation	Registered
9565-517	B TOTAL FITNESS and Design	Bally Total Fitness Holding Corporation	Registered
9565-587	B BALLY TOTAL FITNESS and Design	Bally Total Fitness Holding Corporation	Registered



Bocket Number	Mark	Owner	Status
9565-629	CLUB BALLY MEMBER REWARDS	Corporation Bally Total Fitness Holding Corporation	Registered
9565-641	B in Circle Design	Bally Total Fitness Holding Corporation	Registered
9565-686	TOTAL RESULTS WEIGHT LOSS SOLUTION	Bally Total Fitness Holding Corporation	Registered
9565-688	NST MUSCLE COMPLEX	Bally Total Fitness Holding Corporation	Registered
9565-690	NST HI-PRO SHOT	Bally Total Fitness Holding Corporation	Registered
9565-691	TOTAL RESULTS GROUP WEIGHT LOSS	Bally Total Fitness Holding Corporation	Registered
9565-695	NST NITRIC FUSION	Bally Total Fitness Holding Corporation	Registered
9565-727	BEST START	Bally Total Fitness Holding Corporation	Registered
9565-777	RAPID RESULTS	Bally Total Fitness Holding Corporation	Registered
9565-802	BALLY ASSURANCE	Bally Total Fitness Holding Corporation	Registered
9565-853	BALLY SPORT and Design	Bally Total Fitness Holding Corporation	Registered
9565-860	BALLY SPORT	Bally Total Fitness Holding Corporation	Registered
9565-879	B FIT and Design	Bally Total Fitness Holding Corporation	Registered
9565-157	RAPID RESULTS	Bally Total Fitness Holding Corporation	Registered

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Bracket Number	Mark	Owner	Status
9565-754	BALLYFITNESS.COM	Corporation Bally Total Fitness Holding Corporation	Registered
9565-344	PINNACLE.FITNESS	Corporation Bally Total Fitness Holding Corporation	Registered
9565-523	BFTI	Corporation Bally Total Fitness Holding Corporation	Registered
9565-628	NEW ROUND B BALLY TOTAL FITNESS LOGO	Corporation Bally Total Fitness Holding Corporation	Registered
9565-706	NST NUTRITION SPORTS TECHNOLOGY AND DESIGN	Corporation Bally Total Fitness Holding Corporation	Registered
9565-747	1-800-FITNESS	Corporation Bally Total Fitness Holding Corporation	Registered
9565-748	1-800-WORKOUT	Corporation Bally Total Fitness Holding Corporation	Registered
9565-749	B TRIM	Corporation Bally Total Fitness Holding Corporation	Registered
9565-750	BFTI	Corporation Bally Total Fitness Holding Corporation	Registered
9565-751	BFTI	Corporation Bally Total Fitness Holding Corporation	Registered
9565-753	BFTI GEAR	Corporation Bally Total Fitness Holding Corporation	Registered
9565-754	BFTI-RX	Corporation Bally Total Fitness Holding Corporation	Registered
9565-755	BLEBAN	Corporation Bally Total Fitness Holding Corporation	Registered
9565-758	KWANDDO	Corporation Bally Total Fitness Holding Corporation	Registered

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Docket Number	Mark	Owner	Status
9565-759	POWER BALL	Corporation Bally Total Fitness Holding Corporation	Registered
9565-760	POWER FLEX	Bally Total Fitness Holding Corporation	Registered
9565-762	SNACK RIGHT	Bally Total Fitness Holding Corporation	Registered
9565-763	THE 30 MINUTE WORKOUT	Bally Total Fitness Holding Corporation	Registered
9565-797	BALLY THE MOST TRUSTED NAME IN FITNESS	Bally Total Fitness Holding Corporation	Registered
9565-822	RIVER EAST CLUB	Bally Total Fitness Holding Corporation	Registered
9565-830	B ON THE MOVE and Design	Bally Total Fitness Holding Corporation	Registered
9565-833	BALLY SPORTS CLUBS	Bally Total Fitness Holding Corporation	Registered
9565-861	RESOLUTION REBOOT	Bally Total Fitness Holding Corporation	Registered



Booklet Number	Application Number	Application Date	Registration Number	Registration Date	Renewal Date
9565-931	86/299,036	6/3/2014			
9565-111	74/640,369	2/24/1995	2,030,899	1/14/1997	1/14/2017
9565-112	74/640,187	2/24/1995	1,992,150	8/6/1996	8/6/2016
9565-113	74/655,244	4/3/1995	1,973,721	5/14/1996	5/14/2016
9565-114	74/689,601	6/16/1995	2,050,345	12/3/1996	12/3/2016
9565-122	75/769,429	8/6/1999	2,672,535	1/7/2003	1/7/2023
9565-340	76/371,903	2/15/2002	3,029,648	12/13/2005	12/13/2015
9565-373	76/434,195	7/25/2002	2,803,390	1/6/2004	1/6/2024
9565-477	78/235,891	4/9/2003	2,934,079	3/15/2005	3/15/2015
9565-490	78/259,313	6/6/2003	2,961,011	6/7/2005	6/7/2015
9565-495	78/261,380	7/12/2003	2,953,473	5/17/2005	5/17/2015
9565-517	78/320,358	10/29/2003	2,993,236	9/6/2005	9/6/2015
9565-587	78/551,006	1/20/2005	3,146,750	9/19/2006	9/19/2016
9565-629	78/782,606	12/29/2005	3,428,389	5/13/2008	5/13/2018
9565-641	78/878,020	5/5/2006	3,357,795	12/18/2007	12/18/2017
9565-686	77/078,149	1/8/2007	3,509,268	9/30/2008	9/30/2018
9565-688	77/091,066	1/25/2007	3,489,388	8/19/2008	8/19/2018
9565-690	77/091,076	1/25/2007	3,612,944	4/28/2009	4/28/2019
9565-691	77/079,738	1/10/2007	3,595,348	3/24/2009	3/24/2019
9565-695	77/107,566	2/14/2007	3,502,317	9/16/2008	9/16/2018
9565-727	77/413,596	3/5/2008	3,690,115	9/29/2009	9/29/2019
9565-777	77/766,398	6/23/2009	4,019,942	8/30/2011	8/30/2021
9565-802	77/866,132	11/5/2009	4,125,890	4/10/2012	4/10/2022
9565-853	85/198,656	12/15/2010	4,158,591	6/12/2012	6/12/2022
9565-860	85/226,412	1/26/2011	4,165,414	6/26/2012	6/26/2022
9565-879	85/345,742	6/14/2011	4,283,589	1/29/2013	1/29/2023



Bracket Number	Application Number	Application Date	Registration Number	Registration Date	Renewal Date
9565-157	75/696,023	5/3/1999	2,426,244	2/6/2001	2/6/2021
9565-254	76/321,486	10/4/2001	2,582,192	6/18/2002	6/18/2022
9565-344	74/637,175	2/22/1995	1,965,334	4/2/1996	
9565-523	75/179,791	10/10/1996	2,217,664	1/12/1999	1/12/2019
9565-628	78/815,387	2/15/2006	3,219,807	3/20/2007	3/20/2017
9565-706	77/186,261	5/21/2007	3,559,570	1/13/2009	1/13/2019
9565-747	75/665,710	3/22/1999	2,374,747	8/8/2000	8/8/2020
9565-748	74/679,133	5/23/1995	1,973,571	5/7/1995	5/7/2016
9565-749	75/150,077	8/14/1996	2,077,581	7/8/1997	7/8/2017
9565-750	75/179,827	10/9/1996	2,533,193	1/29/2002	1/29/2022
9565-751	75/466,362	4/10/1998	2,840,454	5/11/2004	5/11/2024
9565-753	78/275,169	7/16/2003	2,912,905	12/21/2004	12/21/2014
9565-754	75/252,001	3/5/1997	2,518,918	12/18/2001	12/18/2021
9565-755	75/203,790	11/25/1996	2,339,487	4/11/2000	4/11/2020
9565-758	75/636,803	2/9/1999	2,302,269	12/21/1999	12/21/2019
9565-759	75/872,616	12/15/1999	2,456,429	5/29/2001	5/29/2021
9565-760	75/575,164	10/22/1998	2,380,507	8/29/2000	8/29/2020
9565-762	75/693,802	4/29/1999	2,470,323	7/17/2001	7/17/2021
9565-763	74/049,234	4/16/1990	1,657,665	9/17/1991	9/17/2021
9565-797	77/862,939	11/2/2009	3,936,342	3/29/2011	3/29/2021
9565-822	85/065,193	6/17/2010	3,953,883	5/3/2011	5/3/2021
9565-830	85/109,557	8/17/2010	4,040,599	10/18/2011	10/18/2021
9565-833	85/116,794	8/26/2010	3,984,396	6/28/2011	6/28/2021
9565-861	85/231,244	2/1/2011	4,044,266	10/25/2011	10/25/2021

SCHEDULE B
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

BALLY TOTAL FITNESS HOLDING CORPORATION - U.S. COPYRIGHTS

Booklet Number	Mark	Owner	Case Type	Status	Registration Number	Registration Date
9565-181	OSTEOPOROSIS	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-984	7/16/2001
9565-182	ARTHRITIS	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-527	7/16/2001
9565-183	HIGH BLOOD PRESSURE	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-526	7/16/2001
9565-184	DIABETES	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-525	7/16/2001
9565-185	CORONARY HEART DISEASE	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-524	7/16/2001
9565-186	CORONARY HEART DISEASE	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-523	7/16/2001
9565-187	HIGH BLOOD CHOLESTEROL	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-989	7/16/2001
9565-188	STROKE	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-987	7/16/2001
9565-189	CIGARETTE SMOKING	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-988	7/16/2001
9565-190	COMMON COLD	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-981	7/16/2001

Booklet Number	Mark	Owner	Case Type	Status	Registration Number	Registrant on Date
9565-191	STRESS MANAGEMENT	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-986	7/16/2001
9565-192	MENTAL HEALTH	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-982	7/16/2001
9565-193	SI/PEP	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-528	7/16/2001
9565-194	ASTHMA	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-529	7/16/2001
9565-195	OBESITY	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-530	7/16/2001
9565-196	ELDERLY	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-057-531	7/16/2001
9565-197	LOW BACK PAIN	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-985	7/16/2001
9565-198	EXERCISE PRESCRIPTION	Bally Total Fitness Holding Corporation	Copyright	Registered	TXu1-012-983	7/16/2001
9565-781	BALLY TOTAL FITNESS MANAGEMENT DEVELOPMENT PROGRAM	Bally Total Fitness Holding Corporation	Copyright	Registered	TXU000919097	9/27/1999
9565-782	POWERFLEX INSTRUCTOR TRAINING GUIDE	Bally Total Fitness Holding Corporation	Copyright	Registered	TXU000902127	5/12/1999
9565-783	WEIGHT MANAGEMENT PROGRAM NUTRITION GUIDE	Bally Total Fitness Holding Corporation	Copyright	Registered	TX0005671847	10/3/2002
9565-784	BFT BABY CLUB FITNESS AS WE GROW	Bally Total Fitness Holding Corporation	Copyright	Registered	TX0004968994	5/12/1999



Booklet Number	Mark	Owner	Case Type	Status	Registration Number	Registration on Date
9565-785	BALLY TOTAL FITNESS PILATES ALLEGRO-LEVEL 4-7	Bally Total Fitness Holding Corporation	Copyright	Registered	PA0001102814	6/10/2002
9565-786	BALLY TOTAL HEALTH EBOOK	Bally Total Fitness Holding Corporation	Copyright	Registered	PA1003058906	5/12/2006
9565-787	BALLY TOTAL FITNESS	LEO BURNETT USA, INC.	Copyright	Registered	TX00006882462	10/24/2008
9565-781	BALLY TOTAL FITNESS MANAGEMENT DEVELOPMENT PROGRAM	Bally Total Fitness Holding Corporation	Copyright	Registered	TX0000919097	9/27/1999
9565-782	POWERPLEX INSTRUCTOR TRAINING GUIDE	Bally Total Fitness Holding Corporation	Copyright	Registered	TX0000902127	5/12/1999
9565-783	WEIGHT MANAGEMENT PROGRAM NUTRITION GUIDE	Bally Total Fitness Holding Corporation	Copyright	Registered	TX00005671847	10/3/2002
9565-784	FITNESS AS WE GROW	Bally Total Fitness Holding Corporation	Copyright	Registered	TX00004968994	5/12/1999
9565-785	BALLY TOTAL FITNESS PILATES ALLEGRO-LEVEL 4-7; BALLY TOTAL FITNESS ADVANCED PILATES MAT WITH ROLLER AND RING	Bally Total Fitness Holding Corporation	Copyright	Registered	PA0001102814	6/10/2002
9565-786	BALLY TOTAL HEALTH EBOOK	Bally Total Fitness Holding Corporation	Copyright	Registered	PA0003058906	5/12/2006
9565-787	LEO BURNETT ONLINE WORK; BALLY TOTAL FITNESS	BALLY ENTERTAINMENT CORPORATION	Copyright	Registered	TX00006882462	10/24/2008

SCHEDULE C
 to
 ASSIGNMENT OF INTELLECTUAL PROPERTY
 BALLY INTERNATIONAL DOMAIN NAMES

REG. REF.	Country	Domain Name	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9565-458	China P. R.	BALLYFITNESS.CN	Renewed	1/26/2005	n/a	1/26/2005	n/a	1/26/2023
9565-459	China P. R.	BALLYTIO YALFITNESS.CN	Renewed	3/17/2003	n/a	3/20/2003	n/a	3/20/2017



BALLY TOTAL FITNESS DOMAIN NAMES

Domain Name	Expiration Date	Account Holder
180fitness.net	12/8/2015	Bally Total Fitness Corporation
ballefitness.com	1/8/2015	Bally Total Fitness Corporation
ballycare.com	4/30/2015	Bally Total Fitness Corporation
ballycares.net	4/30/2015	Bally Total Fitness Corporation
ballydiet.com	10/24/2015	Bally Total Fitness Corporation
ballyfitness.biz	2/10/2015	Bally Total Fitness Corporation
ballyfitness.bz	2/10/2015	Bally Total Fitness Corporation
ballyfitness.cc	2/10/2015	Bally Total Fitness Corporation
ballyfitness.com	9/20/2015	Bally Total Fitness Corporation
ballyfitnessa.name	2/10/2015	Bally Total Fitness Corporation
ballyfitness.net	5/8/2015	Bally Total Fitness Corporation
ballyfitness.org	2/10/2015	Bally Total Fitness Corporation
ballyfitness.tv	2/10/2015	Bally Total Fitness Corporation
ballyfitness.us	2/10/2015	Bally Total Fitness Corporation
ballyfitness.xyz	6/13/2015	Bally Total Fitness Corporation
ballyfranchise.com	5/13/2016	Bally Total Fitness Corporation
ballyfranchise.net	5/13/2016	Bally Total Fitness Corporation
ballyfranchising.com	5/13/2016	Bally Total Fitness Corporation
ballyfranchising.net	5/13/2016	Bally Total Fitness Corporation
ballyjobs.com	10/19/2015	Bally Total Fitness Corporation
ballymember.com	10/27/2015	Bally Total Fitness Corporation
ballymembers.com	10/27/2015	Bally Total Fitness Corporation
ballynutrition.com	11/11/2015	Bally Total Fitness Corporation
ballynutritionals.com	10/26/2015	Bally Total Fitness Corporation



Domain Name	Expiration Date	Account Holder
ballysport.com	6/11/2015	Bally Total Fitness Corporation
ballysportsclub.com	12/8/2015	Bally Total Fitness Corporation
ballytotalfitness.com	1/17/2015	Bally Total Fitness Corporation
ballytotalfitness.com	6/23/2015	Bally Total Fitness Corporation
ballyvirtualhour.com	9/25/2015	Bally Total Fitness Corporation
ballyfitness.com	7/19/2015	Bally Total Fitness Corporation
clubballyrewards.com	12/29/2015	Bally Total Fitness Corporation
fitnessclub.com	11/2/2015	Bally Total Fitness Corporation
fitnessformula.net	1/11/2015	Bally Total Fitness Corporation
mybally.com	8/20/2015	Bally Total Fitness Corporation
net-hq.com	11/5/2015	Bally Total Fitness Corporation
testbally.com	1/14/2015	Bally Total Fitness Corporation
usbolnespace.com	10/17/2015	Bally Total Fitness Corporation



TRADEMARK

REEL: 005636 FRAME: 0835

RECORDED: 10/02/2015

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