

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419433

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Correction by Declaration for 3146750 previously recorded on Reel 005636 Frame 0803. Assignor(s) hereby confirms the Assignment of the Entire Interest and Goodwill.
<b>RESUBMIT DOCUMENT ID:</b>	900394055

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rock Fit, LLC		02/06/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Rock Fit, LLC
<b>Street Address:</b>	6017 RANDOLPH STREET
<b>City:</b>	COMMERCE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90040
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	3146750	B BALLY TOTAL FITNESS

## CORRESPONDENCE DATA

**Fax Number:** 3108266991  
*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:** 310.826.7474  
**Email:** ilee@raklaw.com  
**Correspondent Name:** Irene Y. Lee  
**Address Line 1:** 12424 Wilshire Boulevard, 12th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90025

<b>ATTORNEY DOCKET NUMBER:</b>	2359-US1
<b>NAME OF SUBMITTER:</b>	Irene Y. Lee
<b>SIGNATURE:</b>	/Irene Y. Lee/
<b>DATE SIGNED:</b>	03/13/2017

**Total Attachments: 81**  
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Declaration of John W. Spotts

I, John W. Spotts, declare as follows:

1. I am the Executive Vice-President of Business Development and Licensing for the Applicant, Rock Fit LLC ("Rock Fit"). I make this declaration in support of U.S.

Registration, Serial No. 3,146,750 for  ("Registration"). I have personal knowledge of the matters hereinafter deposed, save and except for those matters stated to be based upon information and belief, in which case I verily believe them to be true.

2. I am authorized by Rock Fit to make this declaration.

3. On or about December 13, 2012, Bally Total Fitness Holding Corporation ("Bally"), the original registrant of the Registration, assigned all right, title and interest in and to the Registration as it relates to the registered goods in Class 5 and Class 28 to FAM, LLC ("FAM"), an affiliate of Rock Fit. The fully executed assignment agreement between Bally and FAM was recorded with the USPTO on May 9, 2014 and is contained in REEL No. 005277 and FRAME Nos. 0419-0421. See Exhibit A.

4. On or about May 21, 2014, FAM assigned its entire right, title and interest in and to the Registration (*i.e.*, only as it relates to the registered goods in Class 5 and Class 28) to Rock Fit. The fully executed assignment agreement between FAM and Rock Fit was recorded with the USPTO on May 21, 2014 and is contained in REEL No. 005284 and FRAME Nos. 0659-0661. See Exhibit B.

5. On July 8, 2015, a corrective assignment was filed relating to an assignment agreement between FAM and Rock Fit, which included FAM's interest in the Registration. Said corrective assignment was a correction on the cover sheet to the entity type of the receiving party data, which originally read LIMITED LIABILITY COMPANY: CALIFORNIA (REEL No. 005133, FRAME No. 0764), but should have read LIMITED LIABILITY COMPANY: DELAWARE. Said corrective assignment is contained in REEL No. 005572 and FRAME No. 0433-0457 and has no bearing on the rights and ownership of the Registration. See Exhibit C.

6. On October 2, 2015, Bally recorded an assignment between Bally and 24 Hour Fitness Holdings, LLC ("24 Hour") with the USPTO, executed on or about June 8, 2015, for several trademarks, including the entire Registration without distinction as to Class 5 and Class

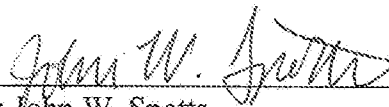
28 having been already assigned and owned by Rock Fit. Said assignment is contained in REEL No. 005636 and FRAME Nos. 0803-0835. See Exhibit D.

7. On October 2, 2015, 24 Hour recorded an assignment between 24 Hour and RS Fit Holdings, LLC ("RS Fit") with the USPTO, executed on or about October 1, 2015, for several trademarks, including the entire Registration without distinction as to Class 5 and Class 28 having been already assigned and owned by Rock Fit. Said assignment is contained in REEL No. 005636 and FRAME Nos. 0859-0866. See Exhibit E.

8. As of now, the USPTO's status page for the Registration lists RS Fit as the owner of the entire Registration without respect to Rock Fit's ownership in the Registration as to the goods in Class 5 and Class 28. However, at most, RS Fit owns an interest in the Registration only as to Class 41.

9. Accordingly, the recorded assignments described in paragraphs 6 and 7 above should not be considered against Rock Fit's property. Rock Fit therefore files this corrective assignment and requests that the Registration be divided, with Class 5 and Class 28 going to Rock Fit per the duly recorded assignments, and Class 41 going to RS Fit.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.



Name: John W. Spotts  
Title: Executive VP of Business Development & Licensing  
Date: February 3, 2017

# Exhibit A

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2


ETAS ID: TM304134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/13/2012		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bally Total Fitness Holding Corporation		12/13/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FAM, LLC		
<b>Street Address:</b>	6017 Randolph Street		
<b>City:</b>	Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3146750	B BALLY TOTAL FITNESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108296991		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	310.829.7474		
<b>Email:</b>	ilee@raklaw.com		
<b>Correspondent Name:</b>	Irene Y. Lee		
<b>Address Line 1:</b>	12424 Wilshire Blvd., Suite 1200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025		
<b>ATTORNEY DOCKET NUMBER:</b>	2359-US1		
<b>NAME OF SUBMITTER:</b>	Irene Y. Lee		
<b>SIGNATURE:</b>	/Irene Y. Lee/		
<b>DATE SIGNED:</b>	05/09/2014		
<b>Total Attachments: 2</b>			
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OP \$40.00 3146750

**TRADEMARK ASSIGNMENT**

WHEREAS, BALLY TOTAL FITNESS HOLDING CORPORATION, a Delaware corporation, with its principal place of business at 8700 W. Bryn Mawr Avenue, Chicago, Illinois 60631 ("Assignor") has adopted, owns and is using the BALLY TOTAL FITNESS & Design mark pictured in the chart below (the "Mark") for use on or in connection with the corresponding goods and services, as well as the corresponding U.S. federal trademark registration for the Mark (Reg. No. 3,146,750) (the "Registration"):

Mark	Goods / Services
	<p><b>Class 5:</b> Nutritional supplements and vitamins; nutritional supplement drinks in the form of liquid and powdered drinks and drink mixes; meal replacement nutrition bars; nutritional supplement in the nature of fortified energy drink beverages; nutritional meal replacement drinks and meal replacement drink mixes</p> <p><b>Class 28:</b> Exercise equipment, namely, torso tightner machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, adjustable ankle/wrist weights with removable plates, dumbbells, combination single wheel and slimmer belts, rowing action exercisers, workout and lifting gloves, weightlifting and exercise equipment, namely, magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts, and barbell neck protectors; and</p> <p><b>Class 41:</b> Health club services.</p>

WHEREAS, FAM, LLC, a California limited liability company ("Assignee"), with its principal place of business at 6017 Randolph Street, Commerce, California





90040, desires to acquire the Mark and the Registration only for use on or in connection with the Class 5 and 28 goods identified in the Registration.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark, as they relate to the Class 5 and 28 goods identified in the Registration above nunc pro tunc, now and then, effective as of December 13, 2012.

Dated effective as of: December 13, 2012.

**BALLY TOTAL FITNESS HOLDING CORPORATION**

By: Earl Aguirre / VP  
Name: Earl Aguirre  
Title: Vice President

Subscribed and Sworn to before me this 16<sup>th</sup> day of October, 2013.

Marilyn Kanouse  
Notary Public

My Commission Expires: 10-9-14



# Exhibit B

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

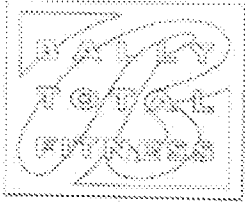
ETAS ID: TM305263

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FAM, LLC		05/21/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rock Fit, LLC		
<b>Street Address:</b>	6017 Randolph Street		
<b>City:</b>	Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3146750	B BALLY TOTAL FITNESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108296991		
<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>	310.829.7474		
<b>Email:</b>	ilee@raklaw.com		
<b>Correspondent Name:</b>	Irene Y. Lee		
<b>Address Line 1:</b>	12424 Wilshire Blvd., Suite 1200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025		
<b>ATTORNEY DOCKET NUMBER:</b>	2359-US1		
<b>NAME OF SUBMITTER:</b>	Irene Y. Lee		
<b>SIGNATURE:</b>	/Irene Y. Lee/		
<b>DATE SIGNED:</b>	05/21/2014		
<b>Total Attachments: 2</b>			
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OP \$40.00 3146750

## TRADEMARK ASSIGNMENT

WHEREAS, FAM, LLC, a California limited liability company, with its principal place of business at 6017 Randolph Street, Commerce, California 90040 ("Assignor") has acquired, owns and is using the BALLY TOTAL FITNESS & Design mark pictured in the chart below (the "Mark") only for use on or in connection with the corresponding goods in Class 5 and 28 identified in the Registration, as well as the corresponding U.S. federal trademark registration for the Mark (Reg. No. 3,146,750) (the "Registration"):

Mark	Goods/Services
 The mark consists of the words "BALLY", "TOTAL", and "FITNESS" stacked vertically, with a stylized graphic element resembling a globe or a circular design behind the text.	<p>5 - Nutritional supplements and vitamins; nutritional supplement drinks in the form of liquid and powdered drinks and drink mixes; meal replacement nutrition bars; nutritional supplement in the nature of fortified energy drink beverages; nutritional meal replacement drinks and meal replacement drink mixes.</p> <p>28 - Exercise equipment, namely, torso tightner machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, adjustable ankle/wrist weights with removable plates, dumbbells, combination single wheel and slimmer belts, rowing action exercisers, workout and lifting gloves, weightlifting and exercise equipment, namely, magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts, and barbell neck protectors.</p> <p>41 - Health club services.</p>

WHEREAS, Rock Fit, LLC, a Delaware limited liability company ("Assignee"), with its principal place of business at 6017 Randolph Street, Commerce, California

90040, desires to acquire the Mark and the Registration only for use on or in connection with the Class 5 and 28 goods identified in the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark, as they relate to the Class 5 and 28 goods identified in the Registration, now and then, effective as of May 21, 2014.

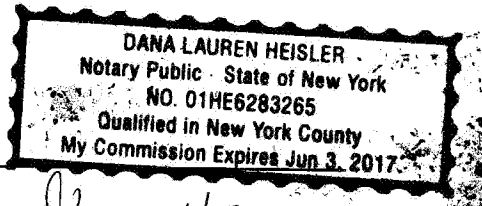
FAM, LLC

By: [Signature]

Name: ~~Frank Zarabi~~ John W. Spotts

Title: ~~CEO~~ EVP International

SUBSCRIBED and SWORN to before me this 21 day of 2014.



Notary Public

[Signature]

My Commission Expires: 6/3/17

# Exhibit C

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347334

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Entity Type of Receiving Party Data should read LIMITED LIABILITY COMPANY: DELAWARE previously recorded on Reel 005133 Frame 0764. Assignor(s) hereby confirms the sale and transfer of all right, title and interest.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FAM, LLC		07/08/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Rock Fit, LLC
<b>Street Address:</b>	6017 Randolph Street
<b>City:</b>	Commerce
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90040
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2168352	B
Registration Number:	3357794	B
Registration Number:	2416928	B BALLY TOTAL FITNESS
Registration Number:	2751802	B BALLY TOTAL FITNESS
Registration Number:	3428612	B BALLY TOTAL FITNESS
Registration Number:	2783443	BALLY TOTAL FITNESS
Registration Number:	2917971	BALLY TOTAL FITNESS
Registration Number:	3514366	BALLY TOTAL FITNESS
Serial Number:	85847392	BALLY TOTAL FITNESS
Serial Number:	85848256	B BALLY TOTAL FITNESS
Registration Number:	3146750	B BALLY TOTAL FITNESS
Registration Number:	3841509	BALLY TOTAL FITNESS

## CORRESPONDENCE DATA

Fax Number: 3108267474

*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.*

OP \$315.00 2168352

**Phone:** 310.826.7474  
**Email:** ilee@raklaw.com  
**Correspondent Name:** Irene Y. Lee  
**Address Line 1:** 12424 Wilshire Blvd., Suite 1200  
**Address Line 4:** Los Angeles, CALIFORNIA 90025

**NAME OF SUBMITTER:** Irene Y. Lee

**SIGNATURE:** /Irene Y. Lee/

**DATE SIGNED:** 07/08/2015

**Total Attachments: 23**

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TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FAM, LLC		01/01/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	ROCK FIT, LLC
<b>Street Address:</b>	6017 Randolph Street
<b>City:</b>	Commerce
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90040
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2168352	B
Registration Number:	2783443	BALLY TOTAL FITNESS
Registration Number:	2416928	B BALLY TOTAL FITNESS
Registration Number:	2751802	B BALLY TOTAL FITNESS
Registration Number:	2917971	BALLY TOTAL FITNESS
Registration Number:	3428612	B BALLY TOTAL FITNESS
Registration Number:	3357794	B
Registration Number:	3123889	BALLY TOTAL FITNESS
Registration Number:	3514366	BALLY TOTAL FITNESS
Registration Number:	3841509	BALLY TOTAL FITNESS
Serial Number:	85847392	BALLY TOTAL FITNESS
Serial Number:	85848256	B BALLY TOTAL FITNESS

**CORRESPONDENCE DATA**

900269320

**TRADEMARK**  
 REEL: 005133 FRAME: 0764  
**TRADEMARK**  
 REEL: 006002 FRAME: 0455

OP \$315.00 2168352

Fax Number: 3108296991

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 310.829.7474

Email: ilee@raklaw.com

Correspondent Name: Irene Y. Lee

Address Line 1: 12424 Wilshire Blvd., Suite 1200

Address Line 4: Los Angeles, CALIFORNIA 90025




ATTORNEY DOCKET NUMBER:	2359-032
NAME OF SUBMITTER:	Irene Y. Lee
Signature:	/Irene Y. Lee/
Date:	10/18/2013


**Total Attachments: 15**


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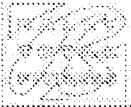
TRADEMARK ASSIGNMENT

WHEREAS, FAM, LLC, a California limited liability company, with its principal place of business at 6017 Randolph Street, Commerce, California 90040 ("Assignor"), has acquired, owns and is using the following trademarks shown in the chart below (the "Marks") for use on or in connection with the corresponding goods which covers the registrations and applications in the United States:

Country	Mark	Reg. No./ App. No.	International Class
United States		2168352	5 - nutritional supplements and vitamins.
United States		3357794	28 - Exercise equipment, namely, torso tightner machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, ankle/wrist weights, dumbbells, slimmer belts, rowing action exercisers, workout and lifting gloves, thigh toners, abdominal exercisers, inflatable exercise balls and weighted balls; Weight lifting belts, namely, magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts.
United States		2416928	5 - nutritional supplements and vitamins; nutritional drinks in the form of liquid and powdered drinks and drink mixes; nutritional meal replacement drinks and meal replacement drink mixes.

Country	Mark	Reg. No./ App. No.	International Class
United States		2751802	28 - Exercise equipment, namely, torso tightener machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, adjustable ankle/wrist weights with removable plates, dumbbells, combo single wheel and slimmer belts, rowing action exercisers, workout and lifting gloves, magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts, and barbell neck protectors.
United States		3428612	28 - Exercise equipment, namely, torso tightener machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, ankle/wrist weights, dumbbells, slimmer belts, rowing action exercisers, workout and lifting gloves, thigh toners, abdominal exercisers, inflatable exercise balls and weighted balls; Weight lifting belts, namely, magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts
United States	BALLY TOTAL FITNESS	2783443	5 - nutritional supplements and vitamins.
United States	BALLY TOTAL FITNESS	2917971	28 - Exercise equipment, namely, treadmills
United States	BALLY TOTAL FITNESS	3514366	18 - Gym bags related to fitness, sports or athletics

Country	Mark	Reg. No./ App. No.	International Class
United States	BALLY TOTAL FITNESS	3841509	25 - Clothing related to fitness, sports or athletics, namely, men's, women's and children's polo shirts, pants, vests, socks, shorts, sports bras, tank tops, sweatpants, t-shirts, sweatshirts, jackets, hats and bandanas
United States	BALLY TOTAL FITNESS	85847392	<p>29 -Food products, namely, whey-based foods, fruit-based foods, snack bars; Food products, namely, dairy-based foods, namely, ice cream, milk, cheese, vegetable-based foods, namely, vegetable chips, snack dips, dairy-based dips, bean dips, fish, chips, trail mix, frozen fruit bars, processed bee pollen for food, soy-based food beverage for use as a milk substitute, dried and canned soy beans, yogurt-based foods, namely, beverages, canned and dried fruits and vegetables and packaged entrees of meat, fish, poultry, or vegetables</p> <p>30 - Food products, namely, cereal-based ready to eat food bars and snacks, shakes, bakery goods; Food products, namely, herbal-based foods, namely, beverages, teas, and processed herbs, soy-based ice cream substitute, soy sauce, food flavorings, bread-crinker-cookie combination packages, grain-based foods and beverages, candy, chocolate, coffee, ice cream, frozen yogurt, pasta, rice cakes, and tea</p> <p>32 - Syrups and Powders For Beverages, Namely, Soft Drinks, Fruit Drinks And Sport Drinks</p>
United States		85848256	29 - Food products namely whey-based foods, fruit-based foods, snack bars; Food products namely dairy-based foods, namely ice cream, milk, cheese, vegetable-based foods, namely vegetable chips, snack dips, dairy-based dips, bean dips, fish, chips, trail mix, frozen fruit bars, processed bee pollen for food, soy-based food beverage for use as a milk substitute, dried and canned soy beans, yogurt-based foods namely beverages, canned and dried fruits and vegetables and

Country	Mark	Reg. No./ App. No.	International Class
			packaged entrees of meat, fish, poultry, or vegetables 30 - Food products namely cereal-based ready to eat food bars and snacks, shakes, bakery goods; Food products namely herbal-based foods, namely beverages, teas, and processed herbs, soy-based ice cream substitute, soy sauce, food flavorings, bread-cracker-cookie combination packages, grain-based foods and beverages, candy, chocolate, coffee, ice cream, frozen yogurt, pasta, rice cakes, and tea 32 - Syrups and Powders For Beverages, Namely, Soft Drinks, Fruit Drinks And Sport Drinks
United States		3146750	5 - Nutritional supplements and vitamins; nutritional supplement drinks in the form of liquid and powdered drinks and drink mixes; meal replacement nutrition bars; nutritional supplement in the nature of fortified energy drink beverages; nutritional meal replacement drinks and meal replacement drink mixes 28 - Exercise equipment, namely, torso tightner machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, adjustable ankle/wrist weights with removable plates, dumbbells, combination single wheel and slimmer belts, rowing action exercisers, workout and lifting gloves, weightlifting and exercise equipment, namely, magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts, and barbell neck protectors

WHEREAS, Rock Fit, LLC, a Delaware limited liability company ("Assignee"), with it's principal place of business at 6017 Randolph Street, Commerce, California 90040, desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns transfers to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, now and then, effective as of July 8, 2015.

FAM, LLC

By: 

Name: John Spotts

Title: EVP Business Development & Licensing

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of July, 2015.

*SEE ATTACHED TO WHAT*

Notary Public

My Commission Expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 8<sup>th</sup>  
day of JULY, 20  , by JOHN SPOTZ

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.





(Seal)


Signature [Handwritten Signature]




**Trademark Assignment**

WHEREAS, FAM, LLC, a California limited liability company, with its principal place of business at 6017 Randolph Street, Commerce, California 90040 (“Assignor”), has adopted, owns and is using the following trademarks shown in the chart below (the “Marks”) for use on or in connection with the corresponding goods, as well as the corresponding federal trademark registrations and applications for the Marks (“Registrations”), which covers the registrations and applications in the United States, Mexico and Canada:

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States		Nutritional supplements and vitamins	2,168,352	5
United States	<b>BALLY TOTAL FITNESS</b>	Nutritional supplements and vitamins	2,783,443	5
United States		Nutritional supplements and vitamins; nutritional drinks in the form of liquid and powdered drinks and drink mixes; nutritional meal replacement drinks and meal replacement drink mixes	2,416,928	5

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States		<p>Exercise equipment, namely, torso tightener machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, adjustable ankle/wrist weights with removable plates, dumbbells, combo single wheel and slimmer belts, rowing action exercisers, workout and lifting gloves, magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts, and barbell neck protectors</p>	2,751,802	28

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States	BALLY TOTAL FITNESS	Exercise equipment, namely, stationary upright exercise bicycles, stationary recumbent exercise bicycles, treadmills and elliptical exercise machines	2,917,971	28

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States		<p>Exercise equipment, namely, torso tightner machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, ankle/wrist weights, dumbbells, slimmer belts, rowing action exercisers, workout and lifting gloves, thigh toners, abdominal exercisers, inflatable exercise balls and weighted balls; weight lifting belts, namely magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts</p>	3,428,612	28

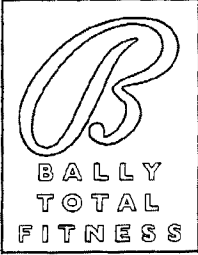
Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States		<p>Exercise equipment, namely, torso tightner machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, ankle/wrist weights, dumbbells, slimmer belts, rowing action exercisers, workout and lifting gloves, thigh toners, abdominal exercisers, inflatable exercise balls and weighted balls; weight lifting belts, namely magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts</p>	3,357,794	28


Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States	BALLY TOTAL FITNESS	Food products namely whey-based foods, dairy-based foods, namely ice cream, milk, cheese, vegetable-based foods, namely vegetable chips, snack dips, dairy-based dips, bean dips, fish, fruit-based foods, namely chips, trail mix, snack bars, frozen fruit bars, processed bee pollen for food, soy-based food beverage for use as a milk substitute, dried and canned soy beans, yogurt-based foods namely beverages, canned and dried fruits and vegetables and packaged entrees of meat, fish, poultry, or vegetables; food products namely herbal-based foods, namely beverages, teas, and processed herbs, soy-based ice cream substitute, soy sauce, cereal-based ready to eat food bars and snacks, food flavorings, bread-crinker-cookie combination packages, shakes, bakery goods, grain-based foods and beverages, candy, chocolate, coffee, ice cream, frozen yogurt, pasta, rice cakes, and tea; syrups and powders for beverages, namely, soft drinks, fruit drinks and sport drinks	3,123,889	29, 30 and 32

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States	BALLY TOTAL FITNESS	Knapsacks, gym bags and tote bags related to fitness, sports or athletics	3,514,366	18
United States	BALLY TOTAL FITNESS	Clothing related to fitness, sports or athletics, namely, men's, women's and children's polo shirts, pants, vests, socks, shorts, sports bras, tank tops, sweatpants, t- shirts, sweatshirts, jackets, hats and bandanas	3,841,509	25


Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States	BALLY TOTAL FITNESS	Food products namely whey-based foods, fruit-based foods, snack bars; Food products namely dairy-based foods, namely ice cream, milk, cheese, vegetable-based foods, namely vegetable chips, snack dips, dairy-based dips, bean dips, fish, chips, trail mix, frozen fruit bars, processed bee pollen for food, soy-based food beverage for use as a milk substitute, dried and canned soy beans, yogurt-based foods namely beverages, canned and dried fruits and vegetables and packaged entrees of meat, fish, poultry, or vegetables; Food products namely cereal-based ready to eat food bars and snacks, shakes, bakery goods; Food products namely herbal-based foods, namely beverages, teas, and processed herbs, soy-based ice cream substitute, soy sauce, food flavorings, bread-cracker-cookie combination packages, grain-based foods and beverages, candy, chocolate, coffee, ice cream, frozen yogurt, pasta, rice cakes, and tea; Syrups and Powders For Beverages, Namely, Soft Drinks, Fruit Drinks And Sport Drinks	85847392	29, 30, and 32







Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
United States		<p>Food products namely whey-based foods, fruit-based foods, snack bars; Food products namely dairy-based foods, namely ice cream, milk, cheese, vegetable-based foods, namely vegetable chips, snack dips, dairy-based dips, bean dips, fish, chips, trail mix, frozen fruit bars, processed bee pollen for food, soy-based food beverage for use as a milk substitute, dried and canned soy beans, yogurt-based foods namely beverages, canned and dried fruits and vegetables and packaged entrees of meat, fish, poultry, or vegetables; Food products namely cereal-based ready to eat food bars and snacks, shakes, bakery goods; Food products namely herbal-based foods, namely beverages, teas, and processed herbs, soy-based ice cream substitute, soy sauce, food flavorings, bread-cracker-cookie combination packages, grain-based foods and beverages, candy, chocolate, coffee, ice cream, frozen yogurt, pasta, rice cakes, and tea; Syrups and Powders For Beverages, Namely, Soft Drinks, Fruit Drinks And Sport Drinks</p>	85848256	29, 30, and 32

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
Canada		<p>Exercise equipment, namely weight training equipment for developing torso, abdominal and thigh muscles, exercise wheels, yoga mats, pilates bands, pilates and yoga exercise balls, resistance exercise bands and tubes, doorway exercise gym bars, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, lifting straps, ankle/wrist weights, dumbbells, slimmer belts, rowing machines, workout and lifting gloves, magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts, inflatable exercise balls and weighted balls</p>	1580247	Not Available

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
Canada		<p>Exercise equipment namely weight training equipment for developing torso, abdominal and thigh muscles, exercise wheels, yoga mats, pilates bands, pilates and yoga exercise balls, resistance exercise bands and tubes, doorway exercise gym bars, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, ankle/wrist weights, dumbbells, slimmer belts, rowing machines, workout and lifting gloves, weight lifting belts namely magnetic knee, hip and thigh belts, magnetic ankle, wrist and elbow belts, magnetic waist belts, inflatable exercise balls and weighted balls</p>	1580248	Not Available
Mexico	BALLY TOTAL FITNESS	Nutritional products	670456	5

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
Mexico		<p>Equipment for physical exercise, namely torso tightening machines, exercise wheels, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twisting boards/discs, jump ropes, jump ropes with calorie counters, medicine balls, stretching bands, hand grips, stretch expanders, elevation straps, weights for ankles and wrists, dumbbells, rowing action exercisers, training and lifting gloves, magnetic knee, magnetic ankle, abdominal exercisers, inflatable exercise balls and weighted balls, as well as physical exercise equipment used for physical activity, namely belts for weight loss, hip and thigh belts for weight loss, wrist and hip belts, magnetic hip belts</p>	1054053	28

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
Mexico		Exercise equipment, namely, torso tighter machines, exercise wheels, yoga mats, pilates bands, pilates and yoga balance walking balls, door knob rope exercisers, body exercisers with door anchors, massage balls, twist boards, jump ropes, jump ropes with calorie counters, medicine balls, stretch bands, hand grips, stretch expanders, lifting straps, ankle/wrist weights, dumbbells, rowing action exercisers, workout and lifting gloves, abdominal exercisers, inflatable exercise balls and weighted balls, exercise apparatus, namely, magnetic waist belts, hip and thigh belts, wrist and elbow belts, thigh toners, magnetic knee, and magnetic ankle	1089663	28
Mexico		Nutritional products	676183	5
Mexico		Clothes, footwear; hats	974352	25
Mexico		Clothing, footwear, headgear	685399	25

Country	Mark	Goods	Reg. No. / App. Serial No.	International Classes
Mexico	BALLY TOTAL FITNESS	Clothing, footwear, headgear	973558	25

WHEREAS, Rock Fit, LLC, a California limited liability company ("Assignee"), desires to acquire the Marks and the Federal Registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by the Marks and the Registrations thereof.

Agreed to by:

FAM, LLC

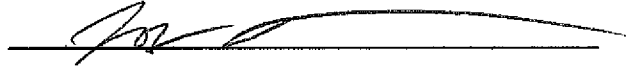
By: [Signature]  
Name: FRANK ZAKRABZI  
Title: PRESIDENT / CEO  
Date: 4/8/13

ROCK FIT, LLC

By: [Signature]  
Name: FRANK ZAKRABZI  
Title: PRESIDENT / CEO  
Date: 4/8/13

Dated Effective as of: January 1st, 2013

SUBSCRIBED and SWORN to before me  
this 8<sup>th</sup> day of APRIL 2013.



Notary Public

My Commission Expires: 2-11-15



# Exhibit D



<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM357291

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BALLY TOTAL FITNESS HOLDING CORPORATION		06/08/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	24 HOUR FITNESS HOLDINGS, LLC		
<b>Street Address:</b>	12647 Alcosta Boulevard, Suite 500		
<b>City:</b>	San Ramon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94583		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 50</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86299036	POWER HOUR	
<b>Registration Number:</b>	2030899	B	
<b>Registration Number:</b>	1992150	BALLY TOTAL FITNESS	
<b>Registration Number:</b>	1973721	B BALLY TOTAL FITNESS	
<b>Registration Number:</b>	2020345	B BALLY TOTAL FITNESS	
<b>Registration Number:</b>	2672535	BALLY TOTAL FITNESS	
<b>Registration Number:</b>	3029648	BFIT COMMUNITIES	
<b>Registration Number:</b>	2803390	ENERGY DRINK E BLAST B BALLY TOTAL FITNE	
<b>Registration Number:</b>	2934079	BTF-X	
<b>Registration Number:</b>	2961011	BLAST B BALLY TOTAL FITNESS	
<b>Registration Number:</b>	2953473	SHAPE-UP SWEEPSTAKES	
<b>Registration Number:</b>	2993236	B TOTAL FITNESS	
<b>Registration Number:</b>	3146750	B BALLY TOTAL FITNESS	
<b>Registration Number:</b>	3428389	CLUB BALLY MEMBER REWARDS	
<b>Registration Number:</b>	3357795	B	
<b>Registration Number:</b>	3509268	TOTAL RESULTS WEIGHT LOSS SOLUTION	
<b>Registration Number:</b>	3489388	NST MUSCLE COMPLEX	
<b>Registration Number:</b>	3612944	NST HI-PRO SHOT	
<b>Registration Number:</b>	3595348	TOTAL RESULTS GROUP WEIGHT LOSS	
<b>TRADEMARK</b>			

CH \$1265.00 86299036

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

**TRADEMARK**

**REEL: 006006 FRAME: 0808**

**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

9981586  
9/15/2015

**TRADEMARK**  
**REEL: 006006 FRAME: 0887**

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.

*[remainder of page intentionally left blank]*



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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 Caputo  
Title: President

[Signature Page to Assignment and Assumption Agreement]



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**TRADEMARK**  
**REEL: 006006 FRAME: 0885**

SCHEDULE A

10

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	24082249	12/12/2006	824082249	12/12/2016
9565-144	Brazil	B (STYLIZED)	5	Registered	7/5/2001	82408237 0	7/31/2007	82408237 0	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 <sup>7</sup>	4/14/2002	1749696	4/13/2022



INCL. REG.	Country	Mark	Classes	Status	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
9365-73	China P.R.	BALLY SPORTS CLUB	41	Renewed	10/25/2000	200016385 6	6/21/2002	1794311	6/20/2022
9365-75	China P.R.	BALLY TOTAL FITNESS	41	Renewed	10/19/2000	200016039 5	4/28/2002	1759644	4/27/2022
9365-15	Community Trademark	BALLY TOTAL FITNESS	028; 005; 041	Renewed	9/7/1999	001301027	5/14/2003	001301027	9/30/2019
9365-158	Community Trademark	B BALLY TOTAL FITNESS Postage Stamp Design	005; 028; 041	Renewed	7/25/2001	2316057	4/3/2003	002316057	7/31/2021
9365-39	Community Trademark	B (STYLIZED) FITNESS	005;041	Renewed	11/19/1999	1391093	3/7/2003	001391093	11/30/2019
9365-40	Community Trademark	B (STYLIZED)	041; 028; 005	Renewed	12/16/1999	1427 08 7	3/12/2001	001427087	12/31/2019
9365-42	Community Trademark	BFF	028 ;041	Renewed	11/22/1999	1404201	5/24/2004	001404201	11/30/2019
9365-44	Community Trademark	BALLY FITNESS	005; 028; 041	Renewed	11/22/1999	1392646	2/4/2003	001392646	11/30/2019
9365-45	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 Due
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; 028; 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 ALM	1/10/2022



REG. 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

TRADEMARK

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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	T02/11641 H	8/1/2002	T02/11641 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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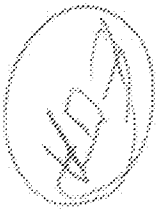
Bracket Number	Mark	Owner	Status
9565-754	BALLYFITNESS.COM	Corporation Bally Total Fitness Holding Corporation	Registered
9565-344	PINNACLE.FITNESS	Corporation Bally Total Fitness Holding Corporation	Registered
9565-523	BFTI	Corporation Bally Total Fitness Holding Corporation	Registered
9565-628	NEW 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	BLEAN	Corporation Bally Total Fitness Holding Corporation	Registered
9565-758	KWANDDO	Corporation Bally Total Fitness Holding Corporation	Registered

REC'D





Booklet 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

Sheet 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 CHOLESTROL	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	BFTI 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	POWER/LEX 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
ballyareas.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
rst-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: 006006 FRAME: 0809

RECORDED: 10/02/2015

9881586  
99499132

# Exhibit E

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357294

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
24 HOUR FITNESS HOLDINGS LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RS FIT HOLDINGS LLC		
<b>Street Address:</b>	12647 Alcosta Boulevard, Suite 500		
<b>City:</b>	San Ramon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94583		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 50</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2374747	1-800-FITNESS	
<b>Registration Number:</b>	1973571	1-800-WORKOUT	
<b>Registration Number:</b>	2030899	B	
<b>Registration Number:</b>	3357795	B	
<b>Registration Number:</b>	4158591	B BALLY SPORT	
<b>Registration Number:</b>	2020345	B BALLY TOTAL FITNESS	
<b>Registration Number:</b>	1973721	B BALLY TOTAL FITNESS	
<b>Registration Number:</b>	3219807	B BALLY TOTAL FITNESS	
<b>Registration Number:</b>	3146750	B BALLY TOTAL FITNESS	
<b>Registration Number:</b>	4283589	B FIT	
<b>Registration Number:</b>	4040599	B ON THE MOVE	
<b>Registration Number:</b>	2993236	B TOTAL FITNESS	
<b>Registration Number:</b>	2077581	B TRIM	
<b>Registration Number:</b>	4125890	BALLY ASSURANCE	
<b>Registration Number:</b>	4165414	BALLY SPORT	
<b>Registration Number:</b>	3984396	BALLY SPORTS CLUBS	
<b>Registration Number:</b>	3936342	BALLY THE MOST TRUSTED NAME IN FITNESS	
<b>Registration Number:</b>	1992150	BALLY TOTAL FITNESS	
<b>Registration Number:</b>	2672535	BALLY TOTAL FITNESS	
<b>TRADEMARK</b>			

CH \$1265.00 2374747

Property Type	Number	Word Mark
Registration Number:	2582192	BALLYFITNESS.COM
Registration Number:	3690115	BEST START
Registration Number:	2533193	BFIT
Registration Number:	2217664	BFIT
Registration Number:	2840454	BFIT
Registration Number:	3029648	BFIT COMMUNITIES
Registration Number:	2912905	BFIT GEAR
Registration Number:	2518918	BFIT-RX
Registration Number:	2961011	BLAST B BALLY TOTAL FITNESS
Registration Number:	2339487	BLEAN
Registration Number:	2934079	BTF-X
Registration Number:	3428389	CLUB BALLY MEMBER REWARDS
Registration Number:	2803390	ENERGY DRINK E BLAST B BALLY TOTAL FITNE
Registration Number:	2302269	KWANDO
Registration Number:	3612944	NST HI-PRO SHOT
Registration Number:	3489388	NST MUSCLE COMPLEX
Registration Number:	3502317	NST NITRIC FUSION
Registration Number:	3559570	NST NUTRITION SPORTS TECHNOLOGY
Registration Number:	1965334	PINNACLE FITNESS
Serial Number:	86299036	POWER HOUR
Registration Number:	2456429	POWERBALL
Registration Number:	2380507	POWERFLEX
Registration Number:	2426244	RAPID RESULTS
Registration Number:	4019942	RAPID RESULTS
Registration Number:	4044266	RESOLUTION REBOOT
Registration Number:	3953883	RIVER EAST CLUB
Registration Number:	2953473	SHAPE-UP SWEEPSTAKES
Registration Number:	2470323	SNACK RIGHT
Registration Number:	1657665	THE 30 MINUTE WORKOUT
Registration Number:	3595348	TOTAL RESULTS GROUP WEIGHT LOSS
Registration Number:	3509268	TOTAL RESULTS WEIGHT LOSS SOLUTION

**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, Esq.

**TRADEMARK**

**REEL: 006006 FRAME: 0860**

**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 24 HOUR FIT

**NAME OF SUBMITTER:** Sharoni S. Finkelstein

**SIGNATURE:** /Sharoni S. Finkelstein/

**DATE SIGNED:** 10/02/2015

**Total Attachments: 5**

source=Trademark Assignment - 24 Hour Fitness Holdings LLC to RS Fit Holdings LLC#page1.tif  
source=Trademark Assignment - 24 Hour Fitness Holdings LLC to RS Fit Holdings LLC#page2.tif  
source=Trademark Assignment - 24 Hour Fitness Holdings LLC to RS Fit Holdings LLC#page3.tif  
source=Trademark Assignment - 24 Hour Fitness Holdings LLC to RS Fit Holdings LLC#page4.tif  
source=Trademark Assignment - 24 Hour Fitness Holdings LLC to RS Fit Holdings LLC#page5.tif

Trademark Assignment

This Trademark Assignment ("Assignment") is entered into and effective as of October 1, 2015, by and between 24 Hour Fitness Holdings LLC, a Delaware limited liability company ("Assignor") and RS Fit Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner in the United States of the trademarks listed in the attached Schedule A, all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (collectively referred to herein as the "Trademarks");

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Trademarks, including, without limitation, all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by the Trademarks;

NOW, THEREFORE, in consideration of their mutual interests and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks throughout the world, including, without limitation, the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to license to others and the right to renew any trademark registration which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made.

2. Assignor authorizes Assignee to record this Assignment in the United States Patent and Trademark Office and in similar government offices throughout the world.

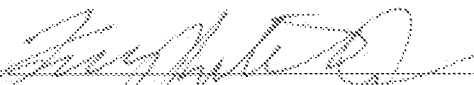
IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee on the date first noted above, and Assignee acknowledges receipt of the same.

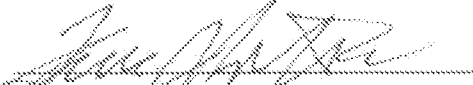
ASSIGNOR:

ASSIGNEE:

24 HOUR FITNESS HOLDINGS LLC

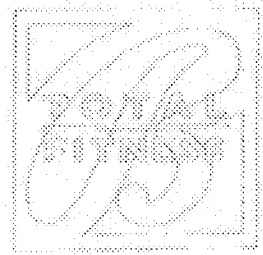
RS FIT HOLDINGS LLC

By:   
Name: Frank J. Napolitano  
Title: President

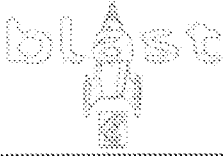
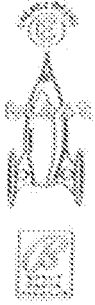
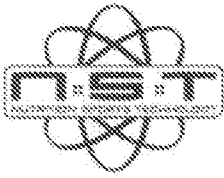
By:   
Name: Frank J. Napolitano  
Title: President

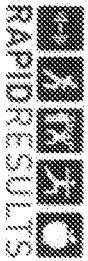
SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date
1-800-FITNESS	75/665,710	03/22/1999	2,374,747	08/08/2000
1-800-WORKOUT	74/679,133	05/23/1995	1,973,571	05/07/1996
B and Design 	74/640,369	02/24/1995	2,050,699	01/14/1997
B and Design 	78/878,020	05/05/2006	3,357,795	12/18/2007
B BALLY SPORT and Design 	85/198,686	12/15/2010	4,158,591	08/12/2012
B BALLY TOTAL FITNESS and Design 	74/688,601	06/16/1995	2,020,345	12/03/1996
B BALLY TOTAL FITNESS and Design 	74/655,244	04/03/1995	1,973,721	05/14/1996
B BALLY TOTAL FITNESS and Design 	78/816,387	02/15/2006	3,219,807	03/20/2007
B BALLY TOTAL FITNESS and Design 	78/551,008	01/20/2005	3,146,750	09/19/2006

Mark	Application No.	Application Date	Registration No.	Registration Date
B FIT and Design 	85/345,742	06/14/2011	4,283,589	01/29/2013
B ON THE MOVE and Design 	85/109,557	08/17/2010	4,040,599	10/18/2011
B TOTAL FITNESS and Design 	78/320,358	10/29/2003	2,993,236	09/05/2005
B TRIM	75/150,077	08/14/1996	2,077,581	07/08/1997
BALLY ASSURANCE	77/866,132	11/05/2009	4,125,890	04/10/2012
BALLY SPORT	85/226,412	01/26/2011	4,155,414	08/26/2012
BALLY SPORTS CLUBS	85/116,794	08/26/2010	3,984,396	08/26/2011
BALLY THE MOST TRUSTED NAME IN FITNESS	77/862,939	11/02/2009	3,936,342	03/29/2011
BALLY TOTAL FITNESS	74/840,187	02/24/1995	1,992,150	08/06/1996
BALLY TOTAL FITNESS	75/769,429	08/06/1999	2,672,535	01/07/2003
BALLYFITNESS.COM	76/321,486	10/04/2001	2,582,192	09/18/2002
BEST START	77/413,596	03/05/2008	3,660,115	09/29/2009
BFIT	75/179,827	10/06/1996	2,533,193	01/29/2002
BFIT	75/179,791	10/10/1996	2,217,684	01/12/1999
BFIT	75/466,362	04/10/1998	2,840,454	05/11/2004
BFIT COMMUNITIES	76/371,903	02/15/2002	3,029,648	12/13/2005
BFIT GEAR	78/275,169	07/16/2003	2,912,905	12/21/2004
BFIT-RX	75/252,001	03/05/1997	2,519,918	12/18/2001



Mark	Application No.	Application Date	Registration No.	Registration Date
BLAST B BALLY TOTAL FITNESS and Design 	78/259,313	06/06/2003	2,961,011	06/07/2005
BLEAN	75/203,790	11/25/1996	2,339,487	04/11/2000
BTF-X	78/236,891	04/09/2003	2,934,079	03/15/2005
CLUB BALLY MEMBER REWARDS	78/782,606	12/29/2005	3,428,389	05/13/2008
ENERGY DRINK E BLAST B BALLY TOTAL FITNESS and Design 	76/434,195	07/25/2002	2,803,390	01/06/2004
KWANDIO	75/636,803	02/09/1999	2,302,269	12/21/1999
NST HI-PRO SHOT	77/091,076	01/25/2007	3,612,944	04/26/2009
NST MUSCLE COMPLEX	77/091,066	01/25/2007	3,489,388	08/19/2008
NST NITRIC FUSION	77/107,566	02/14/2007	3,502,317	09/16/2008
NST NUTRITION SPORTS TECHNOLOGY and Design 	77/186,261	05/21/2007	3,559,570	01/13/2009
PINNACLE FITNESS	74/837,375	02/22/1995	1,865,334	04/02/1996
POWER HOUR	88/299,036	06/03/2014		
POWERBALL	75/872,616	12/15/1999	2,456,429	05/29/2001
POWERFLEX	75/575,164	10/22/1998	2,380,507	08/29/2000
RAPID RESULTS	75/696,023	05/03/1999	2,426,244	02/06/2001

Mark	Application No.	Application Date	Registration No.	Registration Date
RAPID RESULTS and Design 	77/766,598	08/23/2009	4,019,942	08/30/2011
RESOLUTION REBOOT	85/231,244	02/01/2011	4,044,268	10/25/2011
RIVER EAST CLUB	85/065,193	06/17/2010	3,953,883	05/03/2011
SHAPE-UP SWEEPSTAKES	78/261,380	06/12/2003	2,953,473	05/17/2005
SNACK RIGHT	75/693,802	04/29/1999	2,470,323	07/17/2001
THE 30 MINUTE WORKOUT	74/049,234	04/16/1990	1,857,665	09/17/1991
TOTAL RESULTS GROUP WEIGHT LOSS	77/079,738	01/10/2007	3,595,348	03/24/2009
TOTAL RESULTS WEIGHT LOSS SOLUTION	77/079,149	01/08/2007	3,509,268	09/30/2008