

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank	FORMERLY the Chase Manhattan Bank	03/18/2014	Collateral Agent: NEW YORK
RECEIVING PARTY DATA			
Name:	24 Hour Fitness USA, Inc., formerly known as Apex Fitness, Inc.		
Street Address:	12647 Alcosta Boulevard, Suite 500		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2703428	APEX FITNESS GROUP	
Registration Number:	2701627	APEX TRAINING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	4158828220		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-882-8200		
Email:	sfrademarks@klgates.com, sharoni.finkelstein@klgates.com, eve.gornall@klgates.com, rizalina.florencio@klgates.com		
Correspondent Name:	Susan E. Hollander, Esq., K&L Gates LLP		
Address Line 1:	4 Embarcadero Center, Suite 1200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1402044.00001SECURITY REL		
NAME OF SUBMITTER:	Sharoni S. Finkelstein		
SIGNATURE:	/Sharoni S. Finkelstein/		
DATE SIGNED:	03/21/2014		
Total Attachments: 4			
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TRADEMARK

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of March 18, 2014, from JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as Collateral Agent (the "Agent") for the Secured Parties, Apex Fitness, Inc. ("Grantor").

WITNESSETH:

WHEREAS, pursuant to (i) the Credit Agreement dated November 2, 1999 made by the Grantor (as defined therein) in favor of the Agent (the "Security Agreement") and (ii) that certain "Supplement No. 1 to Domestic Security Agreement" dated as of February 1, 2001 among the Agent and Grantor (the "IP Security Agreement"), the Grantor granted to the Agent for the benefit of the Agent and the other Secured Parties, a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on March 31, 2003 at Reel 2702 and Frame 0852; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all Proceeds therefrom. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including the preamble and the recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect, confirm or otherwise reflect the release of the Security Interest contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank (l/k/a The Chase Manhattan Bank)

By: 

Name:

Title:

Tony Wong
Vice President

SCHEDULE A

[See attached.]

TRADEMARKS

APEX FITNESS, INC.

Mark	Application Number	File Date	Registration Number	Registration Date
Apex Service Mark (Triangle Logo)			1,957,293	02/20/96
Apex Fitness and Nutrition Analysis Systems (APEX imposed on Triangle Logo over stylized FITNESS AND NUTRITION ANALYSIS SYSTEMS)			1,932,876	11/07/95
Apex Fitness Group (& Design)	75/849816	11/16/99		
Apex Training System (& Design)	75/849815	11/16/99		
Apex Fitness Group Virtual Gym (design & word mark)	76/091509	07/19/00		
TDR	76/066969	05/09/00		
TDR	75/980351	05/09/00		
Ergogen Labs (design & word mark)	76/091508	07/19/00		
Ergogen Labs Cookies 'N Creatine	76/149487	10/18/00		
T2	76/242939	04/19/01		
T2 Lean	76/255462	05/11/01		