

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298899

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank		03/18/2014	Collateral Agent: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	24 Hour Fitness USA, Inc., formerly known as Apex Fitness, Inc.		
<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>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2703428	APEX FITNESS GROUP	
<b>Registration Number:</b>	2701627	APEX TRAINING SYSTEM	
<b>Registration Number:</b>	2854464	BCAA RECOVERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158828220		
<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>	415-882-8200		
<b>Email:</b>	sfrademarks@klgates.com, sharoni.finkelstein@klgates.com, eve.gornall@klgates.com, rizalina.florencio@klgates.com		
<b>Correspondent Name:</b>	Susan E. Hollander, Esq., K&L Gates LLP		
<b>Address Line 1:</b>	4 Embarcadero Center, Suite 1200		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	1402044.00001 SECURITY RE		
<b>NAME OF SUBMITTER:</b>	Sharoni S. Finkelstein		
<b>SIGNATURE:</b>	/Sharoni S. Finkelstein/		
<b>DATE SIGNED:</b>	03/21/2014		
<b>Total Attachments: 5</b>			
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**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, as Collateral Agent (the "Agent") for the Secured Parties, 24 Hour Fitness International, Inc., 24 Hour Fitness United States, Inc., 24 Hour Fitness USA, Inc., 24 Hour Fitness Worldwide, Inc., Apex Fitness, Inc., Q Clubs Inc., Sports & Fitness Clubs of America, Inc. ("Grantors").

WITNESSETH:

WHEREAS, pursuant to (i) the US Guarantee and Collateral Agreement dated November 26, 2003 made by the Grantors (as defined therein) in favor of the Agent (the "Security Agreement") and (ii) that certain "Grant of Security Interest in Trademarks" dated as of December 1, 2003 among the Agent and Grantors (the "IP Security Agreement"), the Grantors 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 December 12, 2003 at Reel 2881 and Frame 0830; 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 Grantors' 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]*

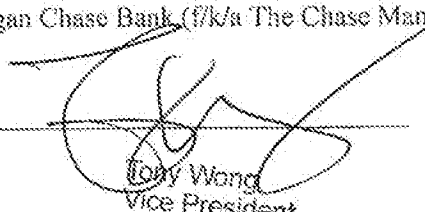
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

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

By:

Name:

Title:



Tony Wang  
Vice President

SCHEDULE A

[See attached.]

3/17/14 2:04 PM

TRADEMARKS

Apex Fitness, Inc.:

Mark	Registration No.
Accidental Exerciser	2,765,270
Accidental Exerciser	2,762,569
Accidental Exerciser	2,762,568
Accidental Exerciser	2,762,567
Apex Fitness and Nutrition Analysis Systems (& Design)	1,932,876
Apex Fitness Group and Design	2702445
Apex Fitness Group and Design	2702444
Apex Fitness Group and Design	2703428
Apex Training System (& Design)	2701627
Ergogen Labs	2,475,729
Ergogen Labs (& Design)	2,484,996
TDR	2,521,827

TRADEMARK APPLICATIONS

Apex Fitness, Inc.:

Mark	Application No.
Apex Fit	78/255331
Apex Fitness Group Virtual Gym	76/091504
Apex Fitness Group Virtual Gym (& Design)	76/091509
Apex Fix	78/255339
Apex Fix	78/255360
Apex Lean	78/255358
Apex Max	78/255352
BCAA Recovery	76/383823
Ergogen Labs (& Design)	76/422070
Ergogen Labs (& Design)	76/422069
TDR	76/066969