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102440029

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

59th Street Gym LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assumption Agreement
- Merger
- Change of Name

Execution Date: March 5, 2003

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Collateral Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/848,229

B. Trademark Registration No.(s)

2,643,475 ; 1,949,705 ; 1,942,852 ; 1,968,967 ; 1,942,705 ; 2,510,773 ; 2,079,601 ; 2,053,516 ; 2,157,073 ; 1,809,668 ; 2,412,724 ; 1,856,269 ; 1,815,978 ; 2,035,571

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41):\$390.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

5/5/03
Date

Total number of pages including cover sheet, attachments, and document: 27

05/06/2003 6TUM11 00000145 75848229

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:6521

40.00

02 FC:6522

250.00

TRADEMARK
REEL: 002724 FRAME: 0906

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

- (1) 59th Street Gym LLC
- (2) 708 Gym LLC
- (3) ACE, LLC
- (4) Big Big Miami Corp
- (5) Courthouse I, Inc.
- (6) Crunch A.P. Corp.
- (7) Crunch Fitness International, Inc.
- (8) Crunch L.A. LLC
- (9) Crunch San Francisco LLC
- (10) Crunch World LLC
- (11) Flambe LLC
- (12) Mission Impossible, LLC
- (13) Soho Ho LLC
- (14) Sportslife Gwinnet, Inc.
- (15) Sportslife, Inc.
- (16) Sportslife Roswell, Inc.
- (17) Sportslife Stone Mountain, Inc.
- (18) Sportslife Town Center, Inc.
- (19) Sportslife Town Center II, Inc.
- (20) West Village Gym at the Archives LLC
- (21) Wild Wild West, LLC

Additions to Schedule 6**COPYRIGHTS AND COPYRIGHT LICENSES**

- NONE -

PATENTS AND PATENT LICENSES

- NONE -

TRADEMARKS AND TRADEMARK LICENSES

TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ASSIGNEE
CRUNCH	Registered	2,643,475	Crunch Fitness International, Inc.
CRUNCH	Registered	1,949,705	Crunch Fitness International, Inc.
CRUNCH	Registered	1,942,852	Crunch Fitness International, Inc.
CRUNCH AND DESIGN	Registered	1,968,967	Crunch Fitness International, Inc.
CRUNCH AND DESIGN	Registered	1,942,705	Crunch Fitness International, Inc.
CRUNCH AND DESIGN	Registered	2,510,773	Crunch Fitness International, Inc.
CRUNCH AND DESIGN	Registered	2,079,601	Crunch Fitness International, Inc.
CRUNCH AND DESIGN	Registered	2,053,516	Crunch Fitness International, Inc.
CRUNCH AND DESIGN	Registered	2,157,073	Crunch Fitness International, Inc.
CRUNCH AND DESIGN	Registered	1,809,668	Crunch Fitness International, Inc.
CRUNCH AND DESIGN	Registered	2,412,724	Crunch Fitness International, Inc.
CRUNCH GEAR	Registered	1,856,269	Crunch Fitness International, Inc.
CRUNCH GEAR	Registered	1,815,978	Crunch Fitness International, Inc.
CRUNCH RADIO	Pending	75/848,229	Crunch Fitness International, Inc.
NO JUDGEMENTS	Registered	2,035,571	Crunch Fitness International, Inc.

ASSUMPTION AGREEMENT, dated as of March 5, 2003, made by each of the signatories hereto (each, an "Additional Grantor" and collectively the "Additional Grantors"), in favor of JPMORGAN CHASE BANK, as collateral agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Banks") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, Bally Total Fitness Holding Corporation (the "Borrower"), the Banks and JPMorgan Chase Bank, as agent, have entered into the Credit Agreement, dated as of November 18, 1997, as amended and restated as of December 21, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have entered into:

(i) the Guarantee and Collateral Agreement, dated as of November 18, 1997, as confirmed by the Guarantees and Collateral Documents Confirmation, dated as of December 21, 2001 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent for the benefit of the Banks; and

(ii) the Operating Banks Guaranty Agreement, dated as of November 18, 1997, as confirmed by the Guarantees and Collateral Documents Confirmation, dated as of December 21, 2001 (as amended, supplemented or otherwise modified from time to time, the "Operating Banks Guaranty Agreement") in favor of certain Lenders or affiliates of such Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantors each to become a party to the Guarantee and Collateral Agreement and the Operating Banks Guaranty Agreement; and

WHEREAS, the Additional Grantors have agreed to execute and deliver this Assumption Agreement in order each to become a party to the Guarantee and Collateral Agreement and the Operating Banks Guaranty Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, each of the Additional Grantors, as provided in Section 8.15 of the Guarantee and Collateral Agreement and in Section 3.04 of the Credit Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor

thereunder. The information set forth in Annex 1 hereto is hereby added to the information set forth in Schedules 2, 3, 4, 4.7, 5 and 6 to the Guarantee and Collateral Agreement. Each Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

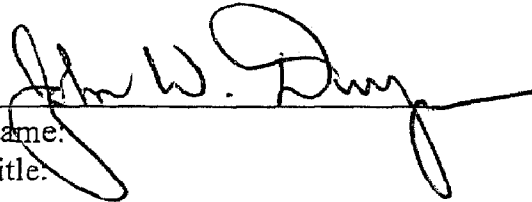
2. Operating Banks Guaranty Agreement. By executing and delivering this Assumption Agreement, each of the Additional Grantors hereby becomes a party to the Operating Banks Guaranty Agreement as a Guarantor thereunder, as provided for in Section 3.04 of the Credit Agreement, with the same force and effect as if originally named therein as a Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor thereunder. The information set forth in Annex 2 hereto is hereby added to the information set forth in Annex 2 to the Operating Banks Guaranty Agreement. Each Additional Grantor hereby represents and warrants that each of the representations and warranties contained in the Operating Banks Guaranty Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

3. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

59TH STREET GYM LLC
708 GYM LLC
ACE, LLC
BIG BIG MIAMI CORP.
COURTHOUSE I, INC.
CRUNCH A.P. CORP.
CRUNCH FITNESS INTERNATIONAL, INC.
CRUNCH L.A. LLC
CRUNCH SAN FRANCISCO LLC
CRUNCH WORLD LLC
FLAMBE LLC
MISSION IMPOSSIBLE, LLC
SOHO HO LLC
SPORTSLIFE GWINNETT, INC.
SPORTSLIFE, INC.
SPORTSLIFE ROSWELL, INC.
SPORTSLIFE STONE MOUNTAIN, INC.
SPORTSLIFE TOWN CENTER, INC.
SPORTSLIFE TOWN CENTER II, INC.
WEST VILLAGE GYM AT THE ARCHIVES LLC
WILD WILD WEST, LLC

By: 
Name:
Title:

Additions to the Schedules of the Guarantee and Collateral Agreement

Additions to Schedule 2

Pledged Stock:

<u>Issuer</u>	<u>Class and Number of Shares</u>	<u>Stock Certificate Number</u>	<u>Shares Delivered</u>
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REDACTED

REDACTED

Additions to Schedule 3

Filings and Other Actions Required to Perfect Security Interest

Uniform Commercial Code Filings

Name

State

REDACTED

REDACTED

Additions to Schedule 4

Location of Jurisdiction of Organization and Chief Executive Office

Name

Executive Office

State/Jurisdiction
of Incorporation

REDACTED

REDACTED

Additions to Schedule 4.7

REDACTED

Additions to Schedule 5

REDACTED

REDACTED

Matter Number	Country	Owner Name	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Matter Number	Country	OwnerName	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Matter Number	Country	Owner Name	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Matter Number	Country	OwnerName	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Matter Number	Country	OwnerName	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Matter Number	Country	OwnerName	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Matter Number	Country	OwnerName	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Matter Number	Country	Owner Name	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Matter Number	Country	OwnerName	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Goods Description
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REDACTED

Additions to Annex 2 to the Operating Banks Guaranty Agreement

List of Guarantors

REDACTED

REDACTED

REDACTED

509203-0069-08246-NY03.2220781.2

RECORDED: 05/06/2003

**TRADEMARK
REEL: 002724 FRAME: 0933**