

12-12-2003

12-12-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Apex Fitness, Inc.

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

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent Internal Address:

Street Address: 270 Park Ave.

City: New York State: NY Zip: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: December 1, 2003

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

A. Trademark Application No.(s) SEE SCHEDULES 1-A AND 1-B ATTACHED HERETO

B. Trademark Registration No.(s) SEE SCHEDULES 1-A AND 1-B ATTACHED HERETO

Additional number(s) attached Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 3.41).....\$ 590.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

12/15/2003 DBYRNE 00000127 2765270

01 FC:8521 02 FC:8522

40.00 DP 550.00 DP

Street Address: 1030 15th Street, NW

Suite 920

City Washington State DC Zip: 20005

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.

Danielle Schieber Name of Person Signing

Danielle Schieber Signature

12/2/03 Date

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

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

TRADEMARK REEL: 002881 FRAME: 0830

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

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

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

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

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 26, 2003, is executed by the parties listed on Annex A hereto (each a "Debtor" and collectively, the "Debtors"), in favor of JPMORGAN CHASE BANK, in its capacity as Collateral Agent (the "Secured Party").

A. Reference is made to the US Guarantee and Collateral Agreement, dated as of November 26, 2003 (the "Collateral Agreement"), by and between 24 Hour Fitness Worldwide, Inc., each Domestic Subsidiary Credit Party identified therein and the Secured Party. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Collateral Agreement.

B. Each Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered in such Debtor's name or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which each Debtor has any right, title, interest, claim or demand. After the date of the Collateral Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtors shall provide written notice to the Secured Party, in accordance with the provisions of the Collateral Agreement, of any addition or change that is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedule's completeness or accuracy, and, further, Debtors shall provide such notice to the Secured Party promptly following the date of any event that is the basis for such addition or change.

D. Each Debtor hereby grants to the Secured Party a security interest in all right, title and interest of such Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Debtor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Agreement.

The Secured Party's address is:

JPMorgan Chase Bank
270 Park Avenue
New York, NY 10017

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

24 HOUR FITNESS INTERNATIONAL,
INC.,

By: 

Name: Anthony J. Bakos II

Title: Secretary

24 HOUR FITNESS UNITED STATES,
INC.,

By: 

Name: Anthony J. Bakos II

Title: Secretary

24 HOUR FITNESS USA, INC.

By: 

Name: Anthony J. Bakos II

Title: Secretary

24 HOUR FITNESS WORLDWIDE INC.,

By: 

Name: Anthony J. Bakos II

Title: Secretary

APEX FITNESS INC.

By: 

Name: Anthony J. Bakos II

Title: Secretary

Q CLUBS INC.

By: 

Name: Anthony J. Bakos II

Title: Secretary

SPORTS & FITNESS CLUBS OF
AMERICA, INC.,

By: 

Name: Anthony J. Bakos II

Title: Secretary

ANNEX A

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,

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

24 Hour Fitness USA, Inc.:

Mark	Registration No.
24 Hour Fitness Mark	2,130,895
24 Hour Fitness & Design (Corporate Logo) (Trademark, Service Mark)	2,395,501
Family Fitness Centers (Service Mark, words)	1,659,143
Kiderobics	1,837,309
24 Hour Fitness Sport & Design (Service Mark)	2,511,877
24 Hour Fitness Sport (Service Mark)	2,499,844
Group X (Service Mark)	2,350,909
24HourFitness.com (Service Mark)	2,395,153
U 24 Hour Twenty Four Hour Fitness University & Design (Service Mark)	2,525,659

Twenty Four 24 Hour 5 Components to Fitness & Design (Service Mark)	2,438,137
Mark	Registration No.
24 Hour Equipment & Design (trademark)	2,375,100
24 Hour Group X Exercise & Design (Service Mark)	2,452,556
24 Hour Fitness and Design (color) (Service Mark)	2,477,323
24 Hour Team Sports (Service Mark)	2,445,891
24 Hour Fitness Team Sports and Design (new logo)	2,746,286
TEAMSPORTS	2,734,724
Sporting Club by 24 Hour Fitness & Design (Service Mark)	2,401,933
Sporting Club by 24 Hour Fitness (Service Mark)	2,453,165
re:refresh a day spa (stylized) (service mark)	2,474,429
Change A Life	2,486,093
Fuel Station (Service Mark)	2,610,698

Hart's Athletic Clubs (Service Mark)	2,471,757
Hart's (Service Mark)	2,471,756
Mark	Registration No.
24 Hour Fitness Active	2,684,457
It's The Way We Make You Feel	2,644,200
New Corporate Logo	2,549,894
New Corporate Logo	2,633,150
STEPXTRA	2,764,465
CARDIOXTRA	2,766,954
24CYCLE	2,766,955

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

Mark	Registration No.
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

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

24 Hour Fitness USA, Inc.:

Mark	Application No.
24 Hour & Design (Ball Logo)	75161148
Hart's Athletic Clubs (Design)	76116497
24 Hour Fitness Ultra Sport	76200767 (204-252-US)
FIT:PERKS	78113388 (204-265-US)
GROUP XPEDITION	78193630
LEGXPRESS	78193621
24STEP	78193576
24SPLASH	78193632
STEPXPRESS	78193623
ABXPRESS	78193601
24HILO	78193593
DOUBLE-UP XTRA	78/204202
24 Hour Fitness Quik Stop	78304360

Mark	Application No.
Quik Stop	78304362
24 Hour Fitness Express	78304368
XPRESS ZONE	78319276

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