

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2724 Frame 0906)																																										
CONVEYING PARTY DATA																																											
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OP \$390.00 2643475

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TRADEMARK
REEL: 003239 FRAME: 0380

Registration Number:	2721752	CRUNCH RADIO
Registration Number:	2035571	NO JUDGEMENTS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509203/0069
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NAME OF SUBMITTER:	Kirstie Howard
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Signature:	/kh/
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Date:	02/02/2006
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN CERTAIN TRADEMARK RIGHTS**

TERMINATION AND RELEASE, dated as of January 20, 2006, from JPMorgan Chase Bank, N.A., a national banking association, with its principal place of business located at P.O. Box 2558, Houston, Texas 77252, as Collateral Agent ("Agent") for certain banks and other financial institutions (the "Lenders"), to Crunch Fitness International, Inc., a Delaware corporation (the "Grantor"), a subsidiary of Bally Total Fitness Holding Corporation, a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 18, 1997, as amended and restated as of October 14, 2004, made by the Borrower and certain of its subsidiaries, including the Grantor, in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Assumption Agreement dated as of March 5, 2003, among the Agent and the Additional Grantors (as defined therein) (the "Assumption Agreement"), the Additional Grantors, including the Grantor, became parties to the Collateral Agreement, and thus granted a security interest (the "Security Interest") to the Agent specifically in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Assumption Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 6, 2003, at Reel 002724 and Frame 0906;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in specific 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:

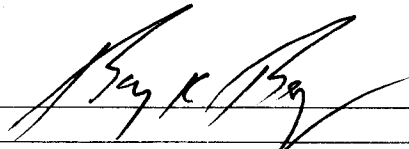
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

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 the release of the security interest in the Trademark Collateral contemplated hereby.

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

JP MORGAN CHASE BANK, N.A.
as Collateral Agent

By: 
Name: _____
Title: _____

BARRY BERGMAN
MANAGING DIRECTOR

STATE OF New York)
)
COUNTY OF New York)

SS.:

On this 17th day of January, 2006, before me personally appeared
Barry Bergman to me known who, being by me duly sworn, did depose and say that he/she
is Managing Director of JPMORGAN CHASE BANK, N.A., described herein and which
executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the
authority granted by JPMORGAN CHASE BANK, N.A.

Edeline C. Adderley
Notary Public

(Affix Seal Below)

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2006

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REGISTRATION OR SERIAL NUMBER
CRUNCH	2,643,475
CRUNCH	1,949,705
CRUNCH	1,942,852
CRUNCH AND DESIGN	1,968,967
CRUNCH AND DESIGN	1,942,705
CRUNCH AND DESIGN	2,510,773
CRUNCH AND DESIGN	2,079,601
CRUNCH AND DESIGN	2,053,516
CRUNCH AND DESIGN	2,157,073
CRUNCH AND DESIGN	1,809,668
CRUNCH AND DESIGN	2,412,724
CRUNCH GEAR	1,856,269
CRUNCH GEAR	1,815,978
CRUNCH RADIO	2,721,752
NO JUDGEMENTS	2,035,571