

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crunch CFI, LLC		10/11/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	1 New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2643475	CRUNCH
Registration Number:	2721752	CRUNCH RADIO
Registration Number:	1968967	CRUNCH
Registration Number:	1942705	CRUNCH
Registration Number:	2510773	CRUNCH
Registration Number:	2079601	CRUNCH
Registration Number:	2053516	CRUNCH
Registration Number:	1856269	CRUNCH GEAR
Registration Number:	1815978	CRUNCH GEAR
Registration Number:	2035571	NO JUDGEMENTS
Registration Number:	2157073	CRUNCH
Registration Number:	1809668	CRUNCH
Registration Number:	2412724	CRUNCH
Registration Number:	1942852	CRUNCH

CH \$440.00 2643475

Registration Number:	2888635	RUFF YOGA
Registration Number:	3146012	CRUNCH
Registration Number:	1949705	CRUNCH

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: mercedes.valle@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Mercedes Valle

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71620.0048
NAME OF SUBMITTER:	Mercedes M Valle
Signature:	/Mercedes M Valle/
Date:	10/11/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 11, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **CRUNCH CFI, LLC** ("Grantor") and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of October 11, 2007 (the "Pledge and Security Agreement") among Grantor, the other grantors party thereto and the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain name registrations, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

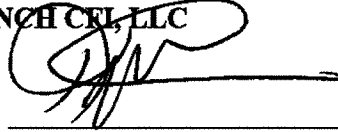
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CRUNCH CEL, LLC



By: _____

Name: *McGowan*

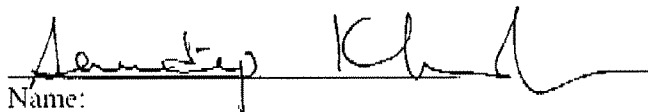
Title: *CEO*

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 003638 FRAME: 0055

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Name:
Title:

[Signature Page for Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Title / Mark	Registration No.	Serial/ Application No.	Country
<u>Crunch-Related Marks</u>				
Crunch CFI, LLC	Crunch and Design	1691791	2088650	Argentina
Crunch CFI, LLC	Crunch and Design	675156	675156	Australia
Crunch CFI, LLC	Crunch and Design	TM22438	1257/97	Bahrain
Crunch CFI, LLC	Crunch and Design	818977108	818977108	Brazil
Crunch CFI, LLC	Crunch and Design	A23987	BRU/27861	Brunei
Crunch CFI, LLC	Crunch and Design	TMA595008	800699	Canada
Crunch CFI, LLC	Crunch and Design	TMA459731	769289	Canada
Crunch CFI, LLC	Crunch and Design	Pending	1192699	Canada
Crunch CFI, LLC	Crunch and Design	506809	384105	Chile
Crunch CFI, LLC	Crunch and Design	553773	384104	Chile
Crunch CFI, LLC	Crunch and Design	937453	95064170	China P.R.
Crunch CFI, LLC	Crunch and Design	1203886	970055661	China P.R.
Crunch CFI, LLC	Crunch and Design	204721	97033540	Colombia
Crunch CFI, LLC	Crunch and Design	205068	97033543	Colombia
Crunch CFI, LLC	Crunch and Design	000062083	000062083	European Union
Crunch CFI, LLC	Crunch and Design	5663-98	79385	Ecuador
Crunch CFI, LLC	Crunch and Design	39543383	39543383.5	Germany
Crunch CFI, LLC	Crunch and Design	395 51 099	395 51 099.6	Germany
Crunch CFI, LLC	Crunch and Design	1455/1997	13218 OF 1995	Hong Kong
Crunch CFI, LLC	Crunch and Design	199812106	96 14278	Hong Kong
Crunch CFI, LLC	Crunch and Design	Pending	7663318	India
Crunch CFI, LLC	Crunch and Design	409088	D97 7822	Indonesia
Crunch CFI, LLC	Crunch and Design	409084	J97-7821	Indonesia
Crunch CFI, LLC	Crunch and Design	101301	101301	Israel
Crunch CFI, LLC	Crunch and Design	102377	102377	Israel
Crunch CFI, LLC	Crunch and Design	4111649	36158/96	Japan
Crunch CFI, LLC	Crunch and Design	4128036	94426/95	Japan
Crunch CFI, LLC	Crunch and Design	4251791	30796/95	Japan
Crunch CFI, LLC	Crunch & Katakana Characters	4376260	009416/95	Japan
Crunch CFI, LLC	Crunch Gear & Katakana Characters	4383760	9417/95	Japan

Grantor	Title / Mark	Registration No.	Serial/ Application No.	Country
Crunch CFI, LLC	Crunch and Design	42325	39112	Kuwait
Crunch CFI, LLC	Crunch and Design	96/15565	96/15565	Malaysia
Crunch CFI, LLC	Crunch and Design	517636	229840	Mexico
Crunch CFI, LLC	Crunch and Design	552470	292646	Mexico
Crunch CFI, LLC	Crunch	889035	695811	Mexico
Crunch CFI, LLC	Crunch and Design	442/38	40066	Saudi Arabia
Crunch CFI, LLC	Crunch and Design	T97/00409D	S/409/97	Singapore
Crunch CFI, LLC	Crunch and Design	12042/95	S/12042/95	Singapore
Crunch CFI, LLC	Crunch and Design	T9512042I	T9512042I	Singapore
Crunch CFI, LLC	Crunch and Design	358939	95-17511	South Korea
Crunch CFI, LLC	Crunch and Design	386822	96-41178	South Korea
Crunch CFI, LLC	Crunch and Design	44369	96-14419	South Korea
Crunch CFI, LLC	Crunch and Design	736124	84-021584	Taiwan
Crunch CFI, LLC	Crunch and Design	103253	86-032693	Taiwan
Crunch CFI, LLC	Crunch and Design	KOR77219	340351	Thailand
Crunch CFI, LLC	Crunch and Design	18306	22989	UAE
Crunch CFI, LLC	Crunch	2,643,475	75/837,473	USA
Crunch CFI, LLC	Crunch Radio	2,721,752	75/848,229	USA
Crunch CFI, LLC	Crunch & Design	1,968,967	75/975,013	USA
Crunch CFI, LLC	Crunch and Design	1,942,705	74/619,574	USA
Crunch CFI, LLC	Crunch	1,949,705	74/560,646	USA
Crunch CFI, LLC	Crunch and Design	2,510,773	75/266,752	USA
Crunch CFI, LLC	Crunch and Design	2,079,601	74/563,560	USA
Crunch CFI, LLC	Crunch and Design	2,053,516	74/719,955	USA
Crunch CFI, LLC	Crunch Gear	1,856,269	74/361,362	USA
Crunch CFI, LLC	Crunch Gear	1,815,978	74/361,404	USA
Crunch CFI, LLC	No Judgments	2,035,571	75/068,127	USA
Crunch CFI, LLC	Crunch and Design	2,157,073	74/540,451	USA
Crunch CFI, LLC	Crunch and Design	1,809,668	74/363,506	USA
Crunch CFI, LLC	Crunch and Design	2,412,724	75/081,960	USA
Crunch CFI, LLC	Crunch	1,942,852	74/627,570	USA
Crunch CFI, LLC	Ruff Yoga	2,888,635	76/541,034	USA
Crunch CFI, LLC	Crunch and Design	3,146,012	76/608,732	USA
Crunch CFI, LLC	Stiletto Strength	Pending	78/745,507	USA
Crunch CFI, LLC	Crunch and Design	S012092	10888-1997	Venezuela
Crunch CFI, LLC	Crunch and Design	P218731	10887-1997	Venezuela
<u>Gorilla-Related Marks</u>				
Crunch CFI, LLC	Gorilla Sports	50,160	n/a	USA (California)
Crunch CFI, LLC	Gorilla Sports and Design	50,161	n/a	USA (California)
Crunch CFI, LLC	Gorilla Sports	001404128	1404128	European Union

Grantor	Title / Mark	Registration No.	Serial/ Application No.	Country
Crunch CFI, LLC	Gorilla Sports	001892504	1892504	European Union