

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
Goldman Sachs Credit Partners, L.P.		12/24/2008	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	CH Fitness Investors, LLC
Street Address:	245 Park Ave.
Internal Address:	26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2643475	CRUNCH
Registration Number:	2721752	CRUNCH RADIO
Registration Number:	1968967	CRUNCH
Registration Number:	1942705	CRUNCH
Registration Number:	1949705	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

CH \$465.00 2643475

Registration Number:	2412724	CRUNCH
Registration Number:	1942852	CRUNCH
Registration Number:	2888635	RUFF YOGA
Registration Number:	3146012	CRUNCH
Serial Number:	78745507	STILETTO STRENGTH

CORRESPONDENCE DATA

Fax Number: (202)877-4288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-887-4103
Email: lgeyer@akingump.com, dc_ipdocketing@akingump.com
Correspondent Name: Laura Talley Geyer
Address Line 1: 1333 New Hampshire Ave. NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

ATTORNEY DOCKET NUMBER:	031010.0001 (CRUNCH)
NAME OF SUBMITTER:	Laura Talley Geyer
Signature:	/Laura Talley Geyer/
Date:	12/30/2008

Total Attachments: 7

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2008, by Goldman Sachs Credit Partners L.P., as administrative agent and collateral agent pursuant to the Credit Agreement (as defined below) (the "*Prior Agent*") in favor of CH Fitness Investors, LLC ("*Assignee*"), as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, CRUNCH CFI, LLC, a Delaware limited liability company (the "*Borrower*"), AGT CRUNCH ACQUISITION LLC, a Delaware limited liability company ("*Holdings*"), certain subsidiaries of Holdings, the Lenders party thereto and the Prior Agent, as administrative agent and collateral agent for such Lenders, are party to that certain Second Amended and Restated Credit and Guaranty Agreement dated as of November 26, 2008 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, the Borrower, Holdings, certain of the subsidiaries of Holdings or the Borrower party thereto and the Prior Agent, as collateral agent for the Secured Parties (as defined therein) are party to that certain Pledge and Security Agreement dated as of October 11, 2007 in favor of the Prior Agent (as amended, supplemented or otherwise modified from time to time, the "*Pledge Agreement*");

WHEREAS, the Borrower and the Prior Agent are parties to a Trademark Security Agreement, dated as of October 11, 2007 (the "*Trademark Security Agreement*") which was recorded with the United States Patent and Trademark Office on October 11, 2007 at Reel 3638 and Frame 51;

WHEREAS, pursuant to that certain Agency Assignment Agreement, dated as of December 24, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time), between, among others, the Prior Agent and Assignee, Assignee will replace the Prior Agent as administrative agent and collateral agent (in such capacity, the "*Collateral Agent*") for the Lenders; and

WHEREAS, the Prior Agent hereby agrees to assign the Trademark Security Agreement to the Collateral Agent for the benefit of the Lenders, so that the Liens granted pursuant to the Credit Documents (as defined in the Credit Agreement) shall continue in full force and effect during the term of the Pledge Agreement and any renewals thereof and shall continue to secure the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Prior Agent hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge Agreement.

Section 2. Assignment and Assumption of Trademark Security Agreement

The Prior Agent hereby irrevocably assigns and transfers to the Collateral Agent, and the Collateral Agent hereby irrevocably accepts and assumes from the Prior Agent, all of the Prior Agent's rights and obligations under the Trademark Security Agreement.

Section 3. United States Patent and Trademark Office Filing

The Prior Agent hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment of Trademark Security Agreement against the trademark registrations set forth on Schedule I.

[SIGNATURE PAGES FOLLOW]

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Assignor

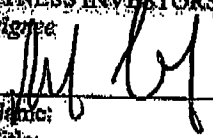
By: Caroline Benton

Name:

Title:

Caroline Benton
Authorized Signatory


CH FITNESS INVESTORS, LLC
as assignee

By: 
Name: _____
Title: _____

{SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT}

ACCEPTED AND AGREED
as of the date first above written:

CRUNCH CFI, LLC,
as Grantor

By: 
Name: Michael Sadows
Title: President + CFO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 003910 FRAME: 0816

Schedule I
to
Assignment of 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
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

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