

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bally Total Fitness Holding Corporation		01/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	600 East Colinas Boulevard
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 88

Property Type	Number	Word Mark
Registration Number:	1673918	BALLY'S TOTAL FITNESS
Registration Number:	2030899	B
Registration Number:	1992150	BALLY TOTAL FITNESS
Registration Number:	1973721	B BALLY TOTAL FITNESS
Registration Number:	2020345	B BALLY TOTAL FITNESS
Registration Number:	2168352	B
Registration Number:	2783443	BALLY TOTAL FITNESS
Registration Number:	2416928	B BALLY TOTAL FITNESS
Registration Number:	2672535	BALLY TOTAL FITNESS
Registration Number:	3123889	BALLY TOTAL FITNESS
Registration Number:	2751802	B BALLY TOTAL FITNESS
Registration Number:	2426244	RAPID RESULTS
Registration Number:	2720103	RAPID RESULTS

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Registration Number:	2730263	REAL PEOPLE. REAL RESULTS.
Registration Number:	2582192	BALLYFITNESS.COM
Registration Number:	3029648	BFIT COMMUNITIES
Registration Number:	2803390	ENERGY DRINK E BLAST B BALLY TOTAL FITNESS
Registration Number:	2917971	BALLY TOTAL FITNESS
Registration Number:	2846657	BFIT COMMUNITIES
Registration Number:	2853448	BLAST ENERGY SUPPLEMINTS
Registration Number:	2875602	THE PAIN IN YOUR BUTT WORKOUT
Registration Number:	2934079	BTF-X
Registration Number:	2961011	BLAST B BALLY TOTAL FITNESS
Registration Number:	2953473	SHAPE-UP SWEEPSTAKES
Registration Number:	2977581	FIT.STYLE
Registration Number:	2977582	YOUR MIND YOUR BODY YOUR LIFE
Registration Number:	1762176	SHAPE YOUR LIFE
Registration Number:	2995907	EVERY BODY NEEDS SOMETHING
Registration Number:	2993236	B TOTAL FITNESS
Registration Number:	2217664	BFIT
Registration Number:	3146750	B BALLY TOTAL FITNESS
Registration Number:	3054721	BUILT TO FIT
Registration Number:	3188168	BUILD YOUR OWN MEMBERSHIP
Registration Number:	3446802	NST
Registration Number:	3157440	MAKE IT PERSONAL
Registration Number:	3157441	WE'RE MAKING IT PERSONAL
Registration Number:	3320498	MEET YOUR POTENTIAL
Registration Number:	3219807	B BALLY TOTAL FITNESS
Registration Number:	3428389	CLUB BALLY MEMBER REWARDS
Registration Number:	3433137	SHAPE UP CHICAGO
Registration Number:	3357795	B
Registration Number:	3428612	B BALLY TOTAL FITNESS
Registration Number:	3357794	B
Registration Number:	3209250	DISCOVER THE FINANCIAL POWER OF FITNESS
Registration Number:	3209251	TURNING PHYSICAL FITNESS INTO FINANCIAL INDEPENDENCE
Registration Number:	3841509	BALLY TOTAL FITNESS
Registration Number:	3514366	BALLY TOTAL FITNESS

Registration Number:	3509268	TOTAL RESULTS WEIGHT LOSS SOLUTION
Registration Number:	3489388	NST MUSCLE COMPLEX
Registration Number:	3612944	NST HI-PRO SHOT
Registration Number:	3595348	TOTAL RESULTS GROUP WEIGHT LOSS
Registration Number:	3502317	NST NITRIC FUSION
Registration Number:	3559570	NST NUTRITION SPORTS TECHNOLOGY
Serial Number:	77279515	ROOM TO BREATHE
Registration Number:	3690115	BEST START
Serial Number:	77485051	TOTAL RESULTS ULTIMATE SOLUTION
Registration Number:	2374747	1-800-FITNESS
Registration Number:	1973571	1-800-WORKOUT
Registration Number:	2077581	B TRIM
Registration Number:	2533193	BFIT
Registration Number:	2840454	BFIT
Registration Number:	2464838	BFIT BABY CLUB
Registration Number:	2912905	BFIT GEAR
Registration Number:	2518918	BFIT-RX
Registration Number:	2339487	BLEAN
Registration Number:	2742835	CLICK TO GET FIT
Registration Number:	2302269	KWANDO
Registration Number:	2456429	POWERBALL
Registration Number:	2380507	POWERFLEX
Registration Number:	2470323	SNACK RIGHT
Registration Number:	1657665	THE 30 MINUTE WORKOUT
Registration Number:	2515782	THE FITNESS FORMULA
Registration Number:	1724335	THE VERTICAL CLUB
Registration Number:	1666141	VERTICAL CLUB
Registration Number:	1734972	VERTICAL CLUB
Serial Number:	77766398	RAPID RESULTS
Registration Number:	1773050	VERTICAL CLUB
Registration Number:	1156690	SCANDINAVIAN HEALTH SPAS
Registration Number:	2906278	BALLY TOTAL FITNESS
Serial Number:	77862939	BALLY THE MOST TRUSTED NAME IN FITNESS
Serial Number:	77866132	BALLY ASSURANCE
Serial Number:	77885390	TRUE TO THE CORE

TRADEMARK

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Serial Number:	85065193	RIVER EAST CLUB
Serial Number:	85109557	B ON THE MOVE
Serial Number:	85110134	B FIT GEAR
Serial Number:	85116794	BALLY SPORTS CLUB
Serial Number:	85198639	B - FIT
Serial Number:	85198656	B BALLY SPORT

CORRESPONDENCE DATA

Fax Number: (212)259-6333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2122598318
Email: mribando@dl.com
Correspondent Name: Dewey & LeBoeuf LLP
Address Line 1: 1301 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	779722.5
NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/
Date:	01/21/2011

Total Attachments: 14
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of January 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **THE BANK OF NEW YORK MELLON** ("BNYM"), in its capacity as Collateral Agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, Bally Total Fitness Holding Corporation, a Delaware corporation ("Borrower"), entered into (i) a Credit Agreement, dated as of August 19, 2009 (as amended, the "Existing Term Loan Agreement"), among Borrower, the lenders party thereto (the "Term Debt Lenders"), and The Bank of New York Mellon (as successor agent to JPMorgan Chase Bank, N.A.), as administrative agent and (ii) a Credit Agreement, dated as of August 19, 2009 (the "Existing Revolving Credit Agreement"), among Borrower, the lenders party thereto (the "Revolving Lenders") and Wells Fargo Foothill, LLC as administrative agent;

WHEREAS, certain subsidiaries of Borrower entered into a General Continuing Guaranty, dated as of August 19, 2009 (as amended, the "Existing Guaranty") in favor of The Bank of New York Mellon (as successor agent to JPMorgan Chase Bank, N.A.), as agent for the Term Debt Lenders;

WHEREAS, Borrower and certain subsidiaries of Borrower entered into the Security Agreement, dated as of September 1, 2009 (the "Existing Security Agreement"), in favor of Wells Fargo Foothill, LLC, among other capacities, as collateral agent for the Term Debt Lenders (the "Existing Collateral Agent") to secure their obligations under the Loan Documents (as defined in the Existing Term Loan Agreement);

WHEREAS, pursuant to the Existing Security Agreement, Borrower entered into the Trademark Security Agreement, dated as of September 1, 2009 (the "Existing Security Agreement"), in favor of the Existing Collateral Agent;

WHEREAS, contemporaneously herewith, (i) the loans and other obligations under the Existing Revolving Credit Agreement are being repaid in full and the commitments thereunder are terminating, (ii) the Existing Term Loan Agreement is being amended and restated by that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") with the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and BNYM, as Administrative Agent and Collateral Agent, (iii) the Existing Guaranty is being amended and restated by that certain Amended and Restated Guaranty

of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty") in favor of The Bank of New York Mellon, as agent for the Lender Group, and (iv) in accordance with the Intercreditor Agreement (as defined in the Existing Term Loan Agreement), the Existing Collateral Agent is resigning as collateral agent under the Existing Security Agreement and the Lenders are appointing Agent, and Agent has agreed, to act as collateral agent for the benefit of the Lender Group in connection with the transactions contemplated hereby and by the other Loan Documents;

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents, and in consideration thereof, Grantors have agreed to amend and restate the Existing Security Agreement and execute and deliver the Amended and Restated Security Agreement, dated as of January 20, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), it being the intent of the parties hereto that the Security Agreement does not constitute a novation of the obligations and liabilities of the Grantors existing under the Existing Security Agreement, that the Liens granted under the Existing Security Agreement are not extinguished but continue thereunder, and that the Security Agreement amends and restates in its entirety the Existing Security Agreement and re-evidences the obligations of the Grantors outstanding thereunder and the Liens granted thereby; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to amend and restate the Existing Trademark Security Agreement and execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. REQUIREMENT TO SUPPLEMENT AND FILE. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Sections 6(g)(iv) and 6(g)(vi) of the Security Agreement. Grantors hereby agree to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Grantors hereby agree to file such modified Trademark Security Agreement with the United States Patent and Trademark Office and take all other action necessary or desirable to protect and perfect the Security Interest in the additional trademarks or renewals or extensions of trademark registrations described in this paragraph 5. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement

by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. CONTROLLING LAW. This Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

9. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Trademark Security Agreement, the exercise of any right or remedy by the Agent hereunder and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in the Intercreditor Agreement dated as of January 20, 2011 (the “Intercreditor Agreement”), between The Bank of New York Mellon, in its capacity as Subordinated Agent and The Bank of New York Mellon, in its capacity as Senior Agent to the Senior Obligations (as such terms are defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms


of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

GRANTOR:

BALLY TOTAL FITNESS HOLDING CORPORATION

By: 
Name: Steven D. Gaerhain
Title: **Senior Vice President**

**SIGNATURE PAGE TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 

Name: **Melinda Valentine**

Title: **Vice President**

SIGNATURE PAGE TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

TRADEMARK
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Schedule I

US Trademark Registrations and Applications

Mark	Status	Owner	Application No.	Appl. Date	Registration No.	Reg. Date
BALLY'S TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/800,026	2/22/1990	1,673,918	1/28/1992
B (STYLIZED)	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/640,369	2/24/1995	2,030,899	1/14/1997
BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/640,187	2/24/1995	1,992,150	8/6/1996
B (STYLIZED) BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/655,244	4/3/1995	1,973,721	5/14/1996
B (STYLIZED) BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/689,601	6/16/1995	2,020,345	12/3/1996
B (STYLIZED)	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/169,129	9/20/1996	2,168,352	6/23/1998
BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/157,797	8/29/1996	2,783,443	11/18/2003
B (STYLIZED) BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/660,563	3/15/1999	2,416,928	1/2/2001
BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/769,429	8/6/1999	2,672,535	1/7/2003
BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/799,114	9/10/1999	3,123,889	8/1/2006
B AND BALLY TOTAL FITNESS LOGO	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	76/240,897	4/13/2001	2,751,802	8/19/2003

Mark	Status	Owner	Application No.	Appl. Date	Registration No.	Reg. Date
RAPID RESULTS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/696,023	5/3/1999	2,426,244	2/6/2001
RAPID RESULTS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/076,874	8/1/2001	2,720,103	5/27/2003
REAL PEOPLE. REAL RESULTS.	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	76/312,336	9/10/2001	2,730,263	6/24/2003
BALLYFITNESS.COM	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	76/321,486	10/4/2001	2,582,192	6/18/2002
BFIT COMMUNITIES	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	76/371,903	2/15/2002	3,029,648	12/13/2005
BLAST AND DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	76/434,195	7/25/2002	2,803,390	1/6/2004
BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/162,591	9/10/2002	2,917,971	1/11/2005
BFIT COMMUNITIES	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/176,677	10/21/2002	2,846,657	5/25/2004
BLAST ENERGY SUPPLEMENTS AND ROCKET DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/178,140	10/24/2002	2,853,448	6/15/2004
PAIN IN THE BUTT WORKOUT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/178,399	10/25/2002	2,875,602	8/17/2004
BTF-X	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/235,891	4/9/2003	2,934,079	3/15/2005
BLAST AND ROCKET DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/259,313	6/6/2003	2,961,011	6/7/2005
SHAPE-UP SWEEPSTAKES	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/261,380	7/12/2003	2,953,473	5/17/2005

Mark	Status	Owner	Application No.	Appl. Date	Registration No.	Reg. Date
FIT.STYLE	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	76/536,197	8/12/2003	2,977,581	7/26/2005
YOUR MIND YOUR BODY YOUR LIFE	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	76/536,198	8/12/2003	2,977,582	7/26/2005
SHAPE YOUR LIFE	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/211,513	10/8/1991	1,762,176	3/30/1993
EVERY BODY NEEDS SOMETHING	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/319,462	10/28/2003	2,995,907	9/13/2005
B TOTAL FITNESS AND DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/320,358	10/29/2003	2,993,236	9/6/2005
BFIT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/179,791	10/10/1996	2,217,664	1/12/1999
B BALLY TOTAL FITNESS AND DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/551,006	1/20/2005	3,146,750	9/19/2006
BUILT TO FIT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/560,213	2/3/2005	3,054,721	1/31/2006
BUILD YOUR OWN MEMBERSHIP	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/619,019	4/28/2005	3,188,168	12/19/2006
NST	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/851,641	3/31/2006	3,446,802	6/10/2008
MAKE IT PERSONAL	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/705,207	9/1/2005	3,157,440	10/17/2006
WE'RE MAKING IT PERSONAL	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/705,210	9/1/2005	3,157,441	10/17/2006
MEET YOUR POTENTIAL	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/723,978	9/30/2005	3,320,498	10/23/2007

Mark	Status	Owner	Application No.	Appl. Date	Registration No.	Reg. Date
B BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/815,387	2/15/2006	3,219,807	3/20/2007
CLUB BALLY MEMBER REWARDS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/782,606	12/29/2005	3,428,389	5/13/2008
SHAPE UP CHICAGO	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/863,018	4/17/2006	3,433,137	5/20/2008
B IN CIRCLE DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/878,020	5/5/2006	3,357,795	12/18/2007
B BALLY TOTAL FITNESS AND CIRCLE DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/878,029	5/5/2006	3,428,612	5/13/2008
B BALLY TOTAL FITNESS AND DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/878,014	5/5/2006	3,357,794	12/18/2007
DISCOVER THE FINANCIAL POWER OF FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/904,890	6/9/2006	3,209,250	2/13/2007
TURNING PHYSICAL FITNESS INTO FINANCIAL INDEPENDENCE	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/904,922	6/9/2006	3,209,251	2/13/2007
BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/971,793	9/11/2006	3,841,509	8/31/2010
BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/971,712	9/11/2006	3,514,366	10/7/2008
TOTAL RESULTS WEIGHT LOSS SOLUTION	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	77/078,149	1/8/2007	3,509,268	9/30/2008
NST MUSCLE COMPLEX	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	77/091,066	1/25/2007	3,489,388	8/19/2008
NST HI-PRO SHOT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	77/091,076	1/25/2007	3,612,944	4/28/2009

Mark	Status	Owner	Application No.	Appl. Date	Registration No.	Reg. Date
TOTAL RESULTS GROUP WEIGHT LOSS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	77/079,738	1/10/2007	3,595,348	3/24/2009
NST NITRIC FUSION	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	77/107,566	2/14/2007	3,502,317	9/16/2008
NST NUTRITION SPORTS TECHNOLOGY	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	77/186,261	5/21/2007	3,559,570	1/13/2009
ROOM TO BREATHE	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	77/279,515	9/14/2007	Not available	Not available
BEST START	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	77/413,596	3/5/2008	3,690,115	9/29/2009
TOTAL RESULTS ULTIMATE SOLUTIONS	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	77/485,051	5/28/2008		
1-800-FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/665,710	3/22/1999	2,374,747	8/8/2000
1-800-WORKOUT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/679,133	5/23/1995	1,973,571	5/7/1996
B TRIM	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/150,077	8/14/1996	2,077,581	7/8/1997
BFIT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/179,827	10/9/1996	2,533,193	1/29/2002
BFIT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/466,362	4/10/1998	2,840,454	5/11/2004
BFIT BABY CLUB	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/494,393	6/2/1998	2,464,838	7/3/2001
BFIT GEAR	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/275,169	7/16/2003	2,912,905	12/21/2004

Mark	Status	Owner	Application No.	Appl. Date	Registration No.	Reg. Date
BFIT-RX	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/252,001	3/5/1997	2,518,918	12/18/2001
BLEAN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/203,790	11/25/1996	2,339,487	4/11/2000
CLICK TO GET FIT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	76/074,355	6/21/2000	2,742,835	7/29/2003
KWANDO	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/636,803	2/9/1999	2,302,269	12/21/1999
POWERBALL	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/872,616	12/15/1999	2,456,429	5/29/2001
POWERFLEX	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/575,164	10/22/1998	2,380,507	8/29/2000
SHAPE YOUR LIFE	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/211,513	10/8/1991	1,762,176	3/30/1993
SNACK RIGHT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/693,802	4/29/1999	2,470,323	7/17/2001
THE 30 MINUTE WORKOUT	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/049,234	4/16/1990	1,657,665	9/17/1991
THE FITNESS FORMULA	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	75/876,013	12/20/1999	2,515,782	12/4/2001
THE VERTICAL CLUB	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/174,748	6/10/1991	1,724,335	10/13/1992
VERTICAL CLUB	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/104,800	10/9/1990	1,666,141	11/26/1991
VERTICAL CLUB	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/262,099	4/3/1992	1,734,972	11/24/1992

Mark	Status	Owner	Application No.	Appl. Date	Registration No.	Reg. Date
RAPID RESULTS	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	77/766,398	6/23/2009		
VERTICAL CLUB AND DESIGN	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	74/290,857	7/6/1992	1,773,050	5/25/1993
SCANDINAVIAN HEALTH SPAS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	73/169,394	5/8/1978	1,156,690	6/12/1981
BALLY TOTAL FITNESS	Registered	BALLY TOTAL FITNESS HOLDING CORPORATION	78/242,267	4/25/2003	2,906,278	11/30/2004
BALLY THE MOST TRUSTED NAME IN FITNESS	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	77/862,939	11/2/2009		
BALLY ASSURANCE	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	77/866,132	11/5/2009		
TRUE TO THE CORE	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	77/885,390	12/3/2009		
RIVER EAST CLUB	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	85/065,193	6/17/2010		
B ON THE MOVE and Design	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	85/109,557	8/17/2010		
B (Stylized) FIT GEAR	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	85/110,134	8/18/2010		
BALLY SPORTS CLUB	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	85/116,794	8/26/2010		
B FIT and Design	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	85/198,639	12/15/2010		
Bally Sport and Design	Pending	BALLY TOTAL FITNESS HOLDING CORPORATION	85/198,656	12/15/2010		