

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
LTF Triathlon Series, LLC		07/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3840979	NYC TRI
Registration Number:	3840977	NYC TRIATHLON
Registration Number:	3840976	NEW YORK CITY TRIATHLON

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.
 Address Line 1: Sidley Austin LLP
 Address Line 2: 717 N. Harwood St., Suite 3400
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30550
-------------------------	-------------

CH \$90.00 3840979

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	07/24/2013
Total Attachments: 4 source=LTF Triathlon CGSI TM#page1.tif source=LTF Triathlon CGSI TM#page2.tif source=LTF Triathlon CGSI TM#page3.tif source=LTF Triathlon CGSI TM#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of July 24, 2013 by and from LTF TRIATHLON SERIES, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Life Time Fitness, Inc. (the "Company"), the Lenders, and the Grantee have entered into a Third Amended and Restated Credit Agreement dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, have guaranteed the repayment of the Obligations pursuant to the guarantees delivered pursuant to the requirements of the Credit Agreement.

WHEREAS, the Grantor and certain other Subsidiaries of the Company have entered into Security Agreements with the Grantee dated as of June 30, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all of the Secured Obligations. Upon the payment in full of all of the Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing confirming the release of the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

Confirmatory Grant of Security Interest in Trademarks

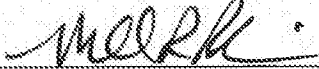
(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Minnesota.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

LTF TRIATHLON SERIES, LLC

By: 

Name: Michael Robinson

Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Registration Date	Registration Number	Owner Name
NYC TRI	8/31/2010	3840979	LTF Triathlon Series, LLC
NYC TRIATHLON	8/31/2010	3840977	LTF Triathlon Series, LLC
NEW YORK CITY TRIATHLON	8/31/2010	3840976	LTF Triathlon Series, LLC

Confirmatory Grant of Security Interest in Trademarks