

08-07-1998

FORM PTO-1584
1-31-98



SHEET
JLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

100789196

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

REMAID 8-4-98

1. Name of conveying party(ies):

ICON Health & Fitness, Inc.

- Individual(s)
- General Partnership
- Corporation-State Utah
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 05/01/98

2. Name and address of receiving party(ies):

General Electric Capital Corporation,

Name: individually and as Agent for Lenders

Internal Address: Suite 2700

Street Address: 10 S. LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule I

B. Trademark registration No.(s)

See attached Schedule I

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Meredith A. Parsons

Internal Address: Suite 5800

Street Address: Latham & Watkins
233 S. Wacker Drive

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved:

58

7. Total fee (37 CFR 3.41):..... \$ 1315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/27/1998 DLDRUES 00000100 2042636

DO NOT USE THIS SPACE

01 FC:441
02 FC:442

40.00 DP
1275.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith A. Parsons
Name of Person Signing

Signature

09/20/98

Date

Total number of pages comprising cover sheet

TRADEMARK

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No. or Serial Number</u>	<u>Registration Date of Filing Date</u>
Body Lift	2042636	03/11/97
Cardio Fit	2,033,425	01/28/97
Cardio Trainer	2,070,489	06/10/97
Cardioforce	2,017,736	11/19/96
Cardioglides	1,937,301	11/21/95
Cardioglides Plus	2,031,193	01/14/97
Cardio Walk	1,979,922	06/11/96
Crunch Trainer	2,078,212	06/08/97
Easy Stride	2,107,513	10/21/97
Pro Form Ab Resister	2,099,304	09/23/97
Space Saver	1,947,782	01/09/96
Design Only	2,100,837	09/30/97
Workout Warehouse	2,013,170	11/05/96
E.A.R.N.	75-388922	11/12/97
ProForm	75-240954	02/11/97
Weslo	75-240934	02/11/97
Fitness Insider	75-196556	11/12/96
ICON	74-686600	08/06/95
Daybreak	75-227045	01/16/97
Proform Restoration	75-240953	02/11/97
Go Box	75-240925	02/11/97
S.G. Logan	75-225211	01/13/97
A Better Way To Live	75-185406	10/22/96
ABS T45 By Healthrider	75-185407	10/22/96
Access	75-046075	01/19/96

<u>Trademark</u>	<u>Registration No. or Serial Number</u>	<u>Registration Date of Filing Date</u>
Air Strider	75-098960	05/06/96
Balance By HealthRider	75-185404	10/22/96
Be As Strong As You Want	75-253663	03/07/97
Cardio Fit Plus	75-032941	12/15/95
Cardioshaper	75-083822	04/04/96
Comfort Cell	75-240952	02/11/97
Comfort Stride	75-243551	02/18/97
E.A.R.N.	75-388921	11/12/97
EKG	75-341381	08/14/97
Full Stride	75-185409	10/22/96
Get There	75-186194	10/23/96
Millennium Drive	75-240937	02/11/97
Motorvation	75-225213	01/13/97
Plyofit	75-194459	11/07/96
Power Incline	75-218462	12/26/96
Skystrider	75-232524	01/28/97
Soft Strider	75-195180	11/08/96
Space Saver Thin Line	75-168007	09/18/96
Tailwind	75-253661	03/07/97
Weider Ultimate Ab Shaper	75-124828	06/24/96
E.A.R.N.	75-388923	11/12/97
ICON Total Fitness Services	75-241563	02/13/97
E-Coach	75-225156	01/13/97
The Total Abdominal Training Systems	75-116092	06/07/96
AB Pivot Point	75-116064	06/07/96
Bodyworks	75-107884	05/22/96

<u>Trademark</u>	<u>Registration No. or Serial Number</u>	<u>Registration Date of Filing Date</u>
Abs by Healthrider	75-103216	05/13/96
Healthstrider	75-063598	02/26/96
Acceleratorpac	2,098,129	09/16/97
Aerobicrider	74-553621	07/22/94
Aerobicrider	2,055,676	04/22/97
The Total Body Fitness Machine	1,833,547	04/26/94
Power Cords	75-103059	05/13/96

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 1, 1998, by ICON HEALTH & FITNESS, INC., a Utah corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders (identified in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as November 14, 1994 by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, in accordance with the Credit Agreement, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of November 14, 1994 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. 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.

[signature page follows]

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Power Cords	75-103059	05/13/96

LATHAM & WATKINS

ATTORNEYS AT LAW
SEARS TOWER, SUITE 5800
CHICAGO, ILLINOIS 60606
TELEPHONE (312) 876-7700
FAX (312) 993-9767

PAUL R. WATKINS (1899 - 1973)
DANA LATHAM (1898 - 1974)

ORANGE COUNTY OFFICE
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CALIFORNIA 92626-1925
TELEPHONE (714) 540-1235
FAX (714) 755-8290

SAN DIEGO OFFICE
701 "B" STREET, SUITE 2100
SAN DIEGO, CALIFORNIA 92101-8197
TELEPHONE (619) 236-1234
FAX (619) 696-7419

SAN FRANCISCO OFFICE
505 MONTGOMERY STREET, SUITE 1900
SAN FRANCISCO, CALIFORNIA 94111-2562
TELEPHONE (415) 391-0600
FAX (415) 395-8095

SILICON VALLEY OFFICE
75 WILLOW ROAD
MENLO PARK, CALIFORNIA 94025-3656
TELEPHONE (650) 328-4600
FAX (650) 483-2600

TOKYO OFFICE
INFINI AKASAKA, 8-7-15, AKASAKA, MINATO-KU
TOKYO 107, JAPAN
TELEPHONE +813-3423-3970
FAX +813-3423-3971

WASHINGTON, D.C. OFFICE
1001 PENNSYLVANIA AVE., N.W., SUITE 1300
WASHINGTON, D.C. 20004-2505
TELEPHONE (202) 637-2200
FAX (202) 637-2201

FILE NO. 025646-0004

May 20, 1998

VIA MESSENGER

Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231

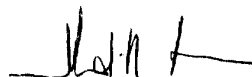
Re: Trademark Security Agreement dated as of May 1, 1998 between ICON Health
& Fitness, Inc. and General Electric Capital Corporation

Dear Madam/Sir:

Enclosed is the above-referenced document for recordation. I have enclosed a check in the amount of \$1315.00 to cover the recordation fee. Please arrange to have this document recorded and returned to me.

I can be reached collect at the above number if you have any questions concerning the enclosed document.

Sincerely,


Meredith A. Parsons
Legal Assistant

RECEIVED
MAY 22 1998
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

MAP/sp
Enclosure

cc: J. Douglas Bacon, Esq.
David G. Crumbaugh, Esq.