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U.S. DEPARTMENT OF COMMERCE

FORM PTO-1594
(Rev 5-93)

Patent and Trademark Office

101368802

To the Honorable Commissi

... attached original documents or copy thereof.

1. Name of conveying party(ies):
 FITLINXX, INC.
 formerly known as Integrated Fitness Corp.

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State: CALIFORNIA
 Other:

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 27, 2000

2. Name and address of receiving party(ies):
 Name: IMPERIAL CREDITCORP
 Address: 226 AIRPORT PARKWAY
 City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State:
 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 [x] No

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 2,236,797

Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erin O'Brien
 Internal Address: GRAY CARY WARE & FREIDENRICH
 400 Hamilton Avenue
 Palo Alto, California 94301

6 Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

05/26/2000 JSHABAZZ 00000099 2236797
01 FC:481 40.00 DP

DO NOT USE THIS SPACE

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.

Erin O'Brien *Erin O'Brien* May 11, 2000
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [9]

Mail Documents to be recorded with required cover sheet information to:
 U.S. Patent and Trademark Office, Office of Public Records
 1213 Jefferson Davis Highway, 3rd Floor
 Arlington, VA 22202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 27, 2000 by and between IMPERIAL CREDITCORP ("Lender") and FITLINXX, INC., a Delaware corporation, formerly known as Integrated Fitness Corp. ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

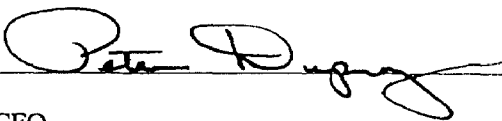
Address of Grantor:

860 Canal Street
Stamford, CT 06902

Attn: Peter Duprey

GRANTOR:

FITLINXX, INC.

By: _____

Title: CFO _____

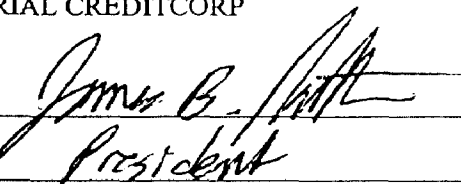
Address of Lender:

226 Airport Parkway
San Jose, CA 95110

Attn: Jim Rutter

LENDER:

IMPERIAL CREDITCORP

By: _____

Title: President _____

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Schedule 2.17(a) and 2.17(b)

(1) Patented and Registered Proprietary Rights owned by the Company or any Subsidiary

<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>
US 5,655,997	August 12, 1997	A FITNESS FEEDBACK SYSTEM FOR WEIGHT STACK MACHINES
US Des. 367,430	February 27, 1996	CONTROLLER ENCLOSURE
US 5,785,632	July 28, 1998	A FITNESS FEEDBACK SYSTEM FOR WEIGHT STACK MACHINES

(2) Pending Patent Applications and Applications for Registrations of other Proprietary Rights

<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Status</u>
CA 2,153,131	June 30, 1995	A FITNESS FEEDBACK SYSTEM FOR WEIGHT STACK MACHINES	Pending
EP 95420182	June 30, 1995	A FITNESS FEEDBACK SYSTEM FOR WEIGHT STACK MACHINES	Pending

TRADEMARK STATUS

Client Name: FitLinxx, Inc.

All dates are American style (month-day-year)

A. U. S. Registration

Mark	Preliminary Search Performed? (yes/no)	Date of Full Search	Date of First Use in Commerce	Application Date Assigned by PTO	Date of Registration in US	5th Anniversary of US Registration	9th Anniversary of US Registration	Registration Number
FitLinxx	yes	10-11-1995	2-0-1994	3-26-1998	4-6-1999	4-6-2004	4-6-2008	2,236,797
FitPoints	yes		3- -1994					
FitLinxx Graphics	yes	not needed	n/a	n/a	n/a	n/a	n/a	n/a
Crescent Graphic	yes	7-1-1999						
FitBucks	yes							
FitRewards	yes							
FirstTraxx	yes	12-21-1999	12-29-1999					
NextTraxx	yes							
LifeTraxx	yes							
	DO NOT USE							

B. Canadian Registration

Mark	Date of Search	Date of First Use in Commerce	Application Date Assigned	Date of Registration in Canada	Last Date for Renewal of Registration	Registration Number
FitLinxx		2-0-1994				

C. European Union Registration

Mark	Date to which Registration Relates Back	Date of First Use in Commerce	Application Date Assigned	Last Date for Renewal of Registration	Date of Registration	Registration Number
FitLinxx	10-21-1997	2-0-1994	10-21-1997	10-21-2007	6-1-1999	000659243