

06-20-2001



101722794

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD
4-601

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other Trademark Collateral Agreement

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Fitness Quest Inc.

Execution Date
Month Day Year
 3/26/01

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Harris Trust and Savings Bank

DBA/AKA/TA

Composed of

Address (line 1) 111 West Monroe Street

Address (line 2)

Address (line 3) Chicago

City

Illinois

State/Country

60603

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Illinois banking corporation

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization Illinois

FOR OFFICE USE ONLY

GT0N11 00000142 75108884

40.00 OP
1725.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002273 FRAME: 0325

04/06/2001
01 FC:481
02 FC:482

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Elizabeth A. Szklarz
Name of Person Signing

Elizabeth A. Szklarz
Signature

3/26/01
Date Signed

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

Trademark Number	U.S. Trademark	Date
1 75/108884	Ab Fit	05/23/96 Filed
2 76/218193	Power Walk	03/02/01 Received
3 76/218192	Edge Cardio	03/02/01 Received
4 76/215,259	Multi FlexBall	02/26/01 Filed
5 76/215,157	FlexBall	02/26/01 Filed
6 76/215156	Rock Fitness	02/26/01 Filed
7 76/215155	Rock Fit	02/26/01 Filed
8 76/214987	Edge	02/26/01 Filed
9 76/205990	Eclipse	01/07/01 Filed
10 76/082562	Circuit Slam	07/03/00 Filed
11 76/082564	Strike Zone	07/03/00 Filed
12 76/018878	Ab Mouse Pad	04/06/00 Filed
13 76/018287	Ab Mouse	04/06/00 Filed
14 76/186837	Air Glider	12/26/00 Filed
15 76/186802	Gazelle Free Style	12/26/00 Filed
16 76/148619	Mother and Child Connection	10/28/00 Filed
17 76/138573	Message Mate	10/02/00 Filed
18 76/138572	Got It	10/02/00 Filed
19 76082563	Speed Bag	07/03/00 Filed
20 75/448518	Cyber Slam	03/11/98 Filed
21 75/523176	Beautiful BunsWorker	07/22/98 Filed

01/02/01 Registered
 12/17/99 Filed
 05/14/99 Filed
 11/28/00 Registered
 11/07/00 Registered
 07/18/00 Registered
 04/13/99 Registered
 04/22/99 Filed
 04/05/99 Filed
 03/12/99 Filed
 07/18/00 Registered
 09/23/98 Filed
 05/02/00 Registered
 06/15/98 Filed
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 08/05/97 Filed
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 01/13/98 Registered
 09/29/98 Registered
 09/23/97 Registered
 04/22/96 Filed
 08/26/97 Registered
 01/12/99 Registered
 07/29/97 Registered

SkyTrec
 Gravitech Inversion Chair
 Excel
 Crunch Ball
 Merlin, The Microwave Wizard
 Excel Gym
 Integrity
 Target Zone
 FirstPath
 The Future of Fitness
 Swing Step
 I-Quest
 The RockFit Flex Trainer
 Kitchen Edge
 Quest
 The WalkAbout
 Get Results
 Air Deck Technology
 Edge Fitness
 Muscle Accelerator
 NitroFlex
 SlamMan
 XL Glider
 The WorkOut Ball
 Shape Stix
 Eclipse Trainer
 CrunchBoard
 Abs Only Machine
 AiroFit
 Vital Eyes
 Gazelle Glider
 Contoure Cross Trainer
 Low Fat Gourmet Secrets

2,417,982
 75/872879
 75/704838
 2,409,596
 2,402,541
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55	2,032,026	Tri Lok	01/21/97	Registered
56	2,089,929	Crunch Cage	08/19/97	Registered
57	2,017,754	Squeeze Machine	11/19/96	Registered
58	2,229,246	Ultimate Earth	03/02/99	Registered
59	2,229,236	Ultimate Garden	03/02/99	Registered
60	2,089,676	Value Quest	08/19/97	Registered
61	2,041,291	Buns Worker	02/25/97	Registered
62	2,014,346	Get On The Ball	11/05/96	Registered
63	2,114,440	FlexABall	11/18/97	Registered
64	1,975,385	Air Bench	05/21/96	Registered
65	1,674,666	The Quest For The Best	02/04/92	Registered
66	1,692,105	We Fit Your Future	06/09/92	Registered
67	75/640310	Life Quest	02/11/99	Filed
68	1,953,315	Brutus	01/30/96	Registered
69	75/408672	Excel	02/20/96	Registered
70	1,615,848	Fitness Quest	10/02/90	Registered

TRADEMARK COLLATERAL AGREEMENT

This 26th day of March, 2001, FITNESS QUEST INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1400 Raff Road S.W., Canton, Ohio 44710, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;


to secure performance of all Obligations of Debtor as set out in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

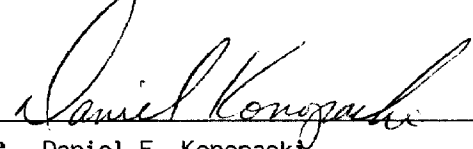
All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FITNESS QUEST INC.

By 
Name Robert R. Schnabel, Jr.
Title President & CEO

HARRIS TRUST AND SAVINGS BANK

By 
Name Daniel E. Konopacki
Title Vice President

STATE OF Ohio)
) SS
COUNTY OF Stark)

I, Robert W. Spencer Jr. a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert R. Schnabel, Jr., President + CEO of Fitness Quest Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of March, 2001.

(NOTARIAL SEAL)



My Commission Expires _____

ROBERT W. SPENCER, Jr., Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date.
Section 147.03 ORC

Robert R. Schnabel, Jr.
Notary Public

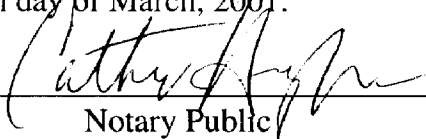
Robert W. Spencer Jr.
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Catherine Heneghan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel E. Konopacki, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of March, 2001.

(NOTARIAL SEAL)

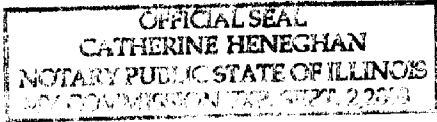


Notary Public

Catherine Heneghan

My Commission Expires:

(Type or Print Name)



SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

US Trademark Licenses				License Agr. Date
Licensed Trademark	Trademark Number	Date	Owner	License Agr. Date
Abdomenizer	1,434,075	3/24/87	Abdomenizer Inc.	8/16/88
David Dikeman's Command Performance	1,635,989	2/19/97	Dikeman's Best Friends Inc.	12/8/94
Command Performance	1,635,390	2/19/97	Dikeman's Best Friends Inc.	12/8/94
Buffalo Health Burger	SN 75/672,785	4/5/99	ArrowHead Buffalo Ranch	
The Healthy Red Meat	SN 75/653,879	3/4/99	ArrowHead Buffalo Ranch	
Buffalo, The Health Red Meat	SN 75/649,374	3/4/99	ArrowHead Buffalo Ranch	
Shape Trac	2,338,590	4/4/00	American Telecast Corp.	11/9/98