

D

FORM PTO-1618A
MAY 1999
OMB 0651-0027

04-26-2001

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

MRD
4.6.01



101690412
**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		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	<input type="checkbox"/> Change of Name
		<input type="checkbox"/> Other	_____

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization 76119814

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/25/2001 AHMED1 00000248 500709 76119814
01 FC:481 40.00 CH
02 FC:482 350.00 CH

FOR OFFICE USE ONLY

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: 002280 FRAME: 0734

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)

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.

George M. Borababy

Name of Person Signing

Signature

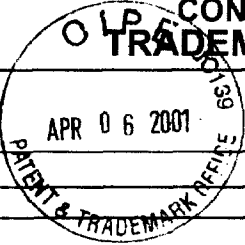
4/7/01

Date Signed

RECORDATION FORM COVER SHEET

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

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



CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2296491	1849841	1888545
1879635	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>



TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of April 2, 2001 by and between **BOLLINGER INDUSTRIES, L.P.**, a Texas limited partnership (the "Grantor") having a mailing address at 602 Fountain Parkway, Grand Prairie, Texas 75050, and **THE FROST NATIONAL BANK**, a national banking association, doing business as FROST CAPITAL GROUP and formerly known as CREEKWOOD CAPITAL GROUP, having a mailing address at 1010 Lamar, Suite 700, Houston, Texas 77002 or at such other place as the Lender shall designate in writing to the Grantor ("Lender").

BACKGROUND

Lender has entered into that certain Loan Agreement with Bollinger Industries, Inc., a Delaware corporation ("Parent"), Bollinger Operating Corp., a Nevada corporation ("Operating"), Bollinger Holding Corp., a Delaware corporation ("Holding"), NBF, Inc., a Georgia corporation ("NBF"), C. G. Products, Inc., a California corporation ("Products"), and Grantor, a Texas limited partnership (Parent, Operating, Holding, NBF, Products, and Grantor are hereinafter called, individually and collectively, jointly and severally, the "Borrower"), dated as of the date hereof (as amended from time to time, the "Agreement"), which provides for certain credit accommodations from Lender to Borrower. In order to induce Lender to provide the credit accommodations set forth in the Agreement, Grantor agreed to execute and deliver to Lender, this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed in connection with the Agreement under which Lender is granted a lien on and security interest in the Trademarks, whereby Lender shall have the right to foreclose simultaneously, subject to grace periods set forth therein, on the Trademarks in the event of the occurrence and continuance of an Event of Default under the Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor and Lender hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Texas.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of Grantor designated on Schedule 1 hereto, as any of the same may from time to time be amended or supplemented.

“Proceeds” shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Security Agreement” shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

“Trademarks” shall mean the U.S. registered trademarks and pending applications referenced to in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Grantor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations (as defined in the Agreement), Grantor hereby grants and conveys to Lender a security interest (the “Security Interest”) in and to the following property: (a) the entire right, title and interest of Grantor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the goodwill of the business to which each of the Trademarks relates and (b) all of Grantor’s right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the “Collateral.”

3. Representations and Warranties. Grantor covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons expressly relating to such Trademarks), except for the Licenses referred to in Schedule 1 attached hereto, if any;

(c) Grantor has the corporate power and authority to enter into this Security Agreement and perform its terms;

(d) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Grantor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(e) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Grantor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Covenants. Grantor covenants and agrees with Lender that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Lender, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Grantor also hereby authorizes Lender to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law.

(b) Maintenance of Trademarks. Grantor will not do any act, or omit to do any act, that causes the Trademarks or any registration or application appurtenant thereto, to become abandoned, invalidated, unenforceable, avoided, avoidable, or otherwise substantially diminish in value. Grantor shall take reasonable action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule 1 to the extent

necessary to prevent the abandonment, invalidation, unenforceability or avoidance of such licenses.

(c) Indemnification. Grantor assumes all responsibility and liability arising from its use of the Trademarks, and Grantor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Trademarks except a claim, suit, loss, damage or expense from Lender's gross negligence or willful misconduct. In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Grantor will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Lender unless attributable to the Lender's gross negligence or willful misconduct.

(d) Limitation of Liens on Collateral. Grantor will not create, permit or suffer to exist any lien, security interest, encumbrance, claim or right, in or to the Collateral, and to any of Grantor's rights under the Licenses and to the Proceeds thereof.

(e) Limitations on Modifications of Licenses. To the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of any License, Grantor will not (i) amend, modify, terminate (other than in accordance with its terms) or waive any provision of any License in any manner, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination).

(f) Limitation on Further Uses of Trademarks. Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive license, or otherwise dispose of any of the Collateral, without written consent of Lender.

5. Lender's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Lender and any officer or Lender thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Security Agreement, upon the occurrence and during the continuation of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral,

(iii) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may reasonably deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender reasonably deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or Lenders shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Lender to execute, in connection with the sale provided for in paragraph 8(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

6. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor is executing and delivering to Lender, in the form of Schedule 2 hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 5 hereof.

7. Performance by Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Lender incurred in connection with such performance or compliance shall be payable by Grantor to Lender on demand and shall constitute Obligations secured hereby.

8. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Grantor under or in connection with any of the Collateral shall be held by Grantor in trust for Lender, shall be segregated from other funds of Grantor and shall forthwith upon receipt by Grantor, be turned over to Lender, in the same form as received by Grantor (duly endorsed by Grantor to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Grantor or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations as provided in the Agreement. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code, including, without limitation, sale of the Collateral. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Grantor shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorney's fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

9. Termination. Upon payment in full of all Obligations and the termination of all Commitments and Letters of Credit, the Security Interests shall terminate and all rights to the Collateral shall revert to Grantor. Upon such termination of the Security Interests or release of any Collateral, Lender will, at the expense of Grantor, execute and deliver to Grantor such

documents as Grantor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

10. Notices. Any notice to Lender shall be deemed to have been duly given when given under the Agreement.

11. No Waiver. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties.

15. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Agreement.

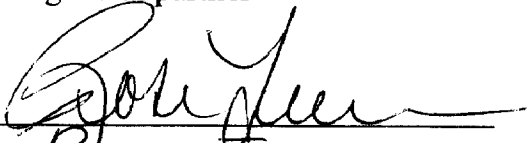
16. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

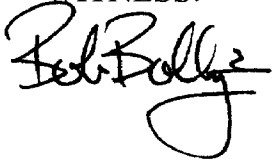
IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

BOLLINGER INDUSTRIES, L.P.,
a Texas limited partnership

By: Bollinger Operating Corp.,
its general partner

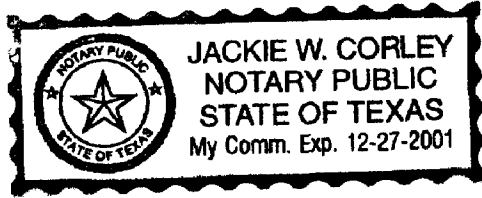
By: 
Name: Rose Turner
Title: VP, CFO, Treasurer and Secretary

WITNESS:



STATE OF TEXAS §
 § ss.:
COUNTY OF DALLAS §

On this 2nd day of April, 2001 before me personally came Rose Turner, to me known, who, being by me duly sworn, did depose and say that she is the VP, CFO, Treasurer and Secretary of Bollinger Operating Corp. the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.



Jackie W. Corley
Notary Public
My Commission Expires:

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated as of April 2, 2001 by and between BOLLINGER INDUSTRIES, L.P. and THE FROST NATIONAL BANK, a national banking association, doing business as FROST CAPITAL GROUP and formerly known as CREEKWOOD CAPITAL GROUP, as Lender.

Reg. No. or Application No.	Mark	Reg. or Filing Date
Weightlifting Products:		
1,873,968	Starlock®	01/17/1995
1,853,716	CamLock® weight lifting systems	09/13/1994
1,847,784	Brightbells® dumbbells	08/02/1994
Aerobic Items:		
1,891,222	SoftStep®	04/25/1995
1,653,796	Shape Shop®	08/13/1991
1,910,214	Multi Grip®	08/08/1995
2,263,710	Multi-Last®	11/19/1997
1,875,358	Protec®	01/24/1995
2,235,767	Upper Cuts™	03/30/1999
Ser. 76/119,814	Aqua Gear™	08/30/2000
Ser. 76/042,332	Rhythm Trainer™	
2,296,491	The Reflex®	05/06/1997
1,849,841	Fitness Products for Everybody®	08/16/1994
1,888,545	Solar®	04/11/1995
1,879,635	Bollinger® (design)	02/21/1995



SCHEDULE 1

Trademark Name	Trademark Holder	Term of License
Body T	Parmater Productions Kim Parmater	08/01/2000-
Trisometric Rings Chest and Arm Shaper	19091 Ashcroft Circle Minnetonka, MN 55345	11/01/1998-
The Eggsercizer® & Eggsporz® Products	Eggstra Enterprises, Inc. Attn: J. Mark Davis 110 12 th St. North Birmingham, AL 35203	11/1/1998-10/31/2001
The Body Pump®	The Step Company Attn: Mr. Richard P. Boggs 1395 S. Marietta Pkwy. Bldg. 200, Suite 222 Marietta, GA 30067	09/30/1998-06/30/2001
Breath Play™	Breath Play Inc.	10/01/2000-
Ab Fly	Dennis Colonello	11/01/2000-
Various Product Endorsements	Kathy Ireland Worldwide, LLC 1900 Avenue of the Stars 16 th Floor Los Angeles, CA 90067	10/01/2000-07/01/2001
“Inflatable Baseball Glove”	Tim Robak	01/01/2000-12/31/2002
“Hamstring Hook/Iso-Leg-Pumper”	Scott E. Johnson & Dallas Terrell 7863 Hondo Street Downey, CA 90242	01/01/2000-12/31/2002
“Sit Up Cushion”	Brian Grant’s World Champion Fitness 1933 Taylor Lane Tampa, FL 33618	06/01/2000-05/31/2003
Stackable Steps	Today’s Fitness, Inc. Attn: Mr. Lee Spieker 1001 W. Arizona Denver, CO 80228	01/01/2001-12/31/2001
Rock Fitness®	Rock Barbell & Fitness, Inc.	01/01/2001-12/31/2003
Body Shaping®		

Pilates Linear Motion Exerciser

Kevin Abelbeck

01/01/2001-12/31/2003

Arm Exerciser

Sabre

03/01/2001-02/29/2004

Trademark Agreement

009257.113:146144

TRADEMARK
REEL: 002280 FRAME: 0748

STATE OF TEXAS

§

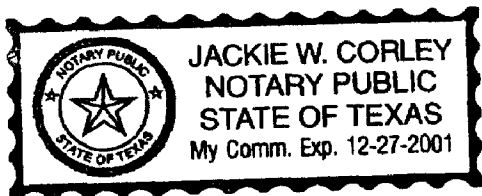
§

ss.:

§

COUNTY OF DALLAS

On this 2nd day of April, 2001 before me personally came Rose Turner, to me known, who, being by me duly sworn, did depose and say that she is the VP, CFO, Treasurer and Secretary of Bollinger Operating Corp., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.



Jackie W. Corley
Notary Public
My Commission Expires: