

05-31-2001



101736941

5/23/01

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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
March 31, 2001

Name StairMaster Sports/Medical Products, Inc.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name ABN AMRO Bank N.V.

DBA/AKA/TA 135 S. LaSalle Street

Composed of _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) Chicago

Illinois

State/Country

60674

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other AGENT

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 _____

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

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)

PLEASE SEE THE ATTACHED THREE PAGES

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.

Debra A. Kozlowski

Debra A. Kozlowski
Signature

May 23, 2001

Date Signed

Name of Person Signing

TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
4000 PT (STYLIZED)	2,240,857	4/20/1999
FREERUNNER	2,282,159	9/28/1999

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
ACTION FM	75/483,052	5/11/1998
LOGIC	75/436,231	2/18/1998
MISCELLANEOUS DESIGN	76/071,078	6/13/2000
MISCELLANEOUS DESIGN	76/071,079	6/13/2000
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STAIRMASTER HEALTH & FITNESS PRODUCTS	76/070,760	6/13/2000
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STRIDEMASTER	75/708,254	5/17/1999
STRIDEMASTER	75/708,868	5/17/1999
THE #1 BRAND IN FITNESS	76/071,088	6/13/2000
THE #1 BRAND IN FITNESS	76/071,089	6/13/2000
THE #1 NAME IN FITNESS	76/071,086	6/13/2000
THE #1 NAME IN FITNESS	76/071,087	6/13/2000
TREADMASTER	75/687,431	4/20/1999

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

("Agreement") dated as of March 21, 2001 is made by StairMaster Sports/Medical Products, Inc., a Delaware corporation ("Grantor"), in favor of ABN AMRO Bank N.V., as agent (the "Agent"), for its benefit and for the benefit of the "Holders of Secured Obligations" (as defined below) who are, or may hereafter become, parties to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

Grantor has entered into a certain Credit Agreement dated as of September 5, 1997 among Grantor, the institutions from time to time party thereto as lenders (the "Lenders") and the Agent, as the contractual representative for the Lenders (as amended by that certain Waiver and Amendment No. 1 dated as of November 30, 1997, Waiver and Amendment No. 2 dated as of September 18, 1998, Waiver and Amendment No. 3 dated as of March 2, 1999, Amendment No. 4 dated as of August 6, 1999, Amendment No. 5 dated as of December 16, 1999, Amendment No. 6 dated as of September 26, 2000, and Amendment No. 7 dated as of December 27, 2000, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the making of loans, advances and other financial accommodations (including, without limitation issuing letters of credit) (all such loans, advances and other financial accommodations being hereinafter referred to collectively as the "Loans") to or for the benefit of the Grantor. The Lenders have required that the Grantor execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to continuing to extend credit under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Defined Terms.

(A) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(B) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(C) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

Section 2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

Section 3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Grantor affirms its prior grant under that certain Trademark Security Agreement dated September 5, 1997, that certain Supplement to Trademark Security Agreement dated as of February 27, 1998 and that certain Trademark Security Agreement dated as of December 16, 1999 in each case between the Grantor and the Agent (collectively, the "Existing Agreements"), and grants, subject to existing licenses granted by the Grantor in the ordinary course of business with respect to the Trademark Collateral (as defined below), to the Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a mortgage and security interest, with power of sale to the extent permitted by applicable law, all of the following property now owned and hereafter acquired by the Grantor (the "Trademark Collateral"):

(i) all of the Grantor's United States trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) all United States written trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, subject, in each case, to the terms of such trademark license agreements and service mark license agreements, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to

collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement or gives the other party thereto the right to terminate such License in the event of the grant of a security interest with respect thereto; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

Section 4. Restrictions on Future Agreements. With respect to any material Trademark owned by Grantor, Grantor shall not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any exclusive license agreement, which materially conflicts with the security interest granted hereunder, and Grantor further agrees that, except as otherwise provided in paragraph 9 herein, Grantor shall not take any action, and shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights granted to the Agent under this Agreement.

Section 5. New Trademarks and Licenses. Grantor represents and warrants that (other than as set forth on the schedules to the Existing Agreements as "Trademarks" and "Licenses", respectively) (a) set forth on Schedule A is a complete and accurate list of all material Trademarks owned by Grantor as of the date hereof, (b) set forth on Schedule B is a complete and accurate list of all of the material Licenses owned by the Grantor as of the date hereof. The Grantor further represents and warrants that no liens, claims or security interests in such Trademark Collateral have been granted by Grantor to any Person except for the security interest granted to the Agent, for the benefit of the Holders of the Secured Obligations, pursuant to this Agreement and the Existing Agreements and the other Liens permitted to exist on the Trademark Collateral pursuant to the Loan documents (including, without limitation, any Liens permitted to exist on the Trademark Collateral pursuant to subsection 7.3(C) of the Credit Agreement). If, before this Agreement terminates, Grantor shall (i) obtain rights to any material United States trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed) that are not now part of the Trademark Collateral, (ii) become entitled to the benefit of any material United States trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed) that are not now part of the Trademark Collateral, or (iii) enter into any material new United States written trademark license agreements or service mark license agreements that are not now part of the Trademark Collateral, the provisions of paragraph 3 above shall automatically apply thereto. Grantor shall notify the Agent in writing of events described in clauses (i), (ii) and (iii) of the preceding sentence within 45 days after the end of the calendar quarter in which it obtains an ownership interest therein. The Agent may modify this Agreement unilaterally (i) by amending Schedule A to include any such future trademarks, registered

trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any such future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a supplement to this Agreement containing on Schedule A or B thereto, as the case may be, such new Trademark Collateral.

Section 6. Royalties. The Agent's use of the Trademark Collateral as authorized hereunder in connection with its exercise of its rights and remedies under paragraph 14 or pursuant to Section 17 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Holders of Secured Obligations to Grantor.

Section 7. Right to Inspect, Further Assignments and Security Interests. The Agent may at all reasonable times and upon reasonable notice (and at any time when an Unmatured Default or Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademark Collateral; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. After a Default occurs, the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademark Collateral or in connection with which such Trademark Collateral is used, except to the extent that the imposition of such additional product quality controls upon a third party violates the provisions of any License. Grantor (i) shall not, outside the ordinary course of business, sell or assign its respective interests in, or grant any license under, any material Trademark Collateral without the prior written consent of the Agent, and (ii) shall not change the quality of such products in any manner which would be likely to materially adversely effect the value of any material Trademark Collateral or the Agent's ability to prepare for sale and sell any and all Inventory covered by such Trademark Collateral.

Section 8. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only; it creates a continuing security interest in the Trademark Collateral and shall terminate only when the Secured Obligations then due and owing have been paid in full and the Credit Agreement and the Security Agreement have been terminated at which time the Trademark Collateral shall be released from the security interest created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. When this Agreement has terminated, the Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to evidence the termination of the Agent's security interest in the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement. If any Trademark Collateral shall be sold, transferred or otherwise

disposed of by the Grantor in a transaction permitted by the Credit Agreement, then the Agent shall execute and deliver to the Grantor (at the expense of the Grantor) all releases or other documents reasonably necessary or desirable for the release of the security interest created hereby on such Trademark Collateral.

Section 9. Duties of Grantor. Grantor shall, to the extent reasonable and desirable in the normal conduct of Grantor's business: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for the registration of any unregistered trademarks or service marks as Grantor deems appropriate. Grantor shall not abandon any Trademark without the Agent's prior written consent unless the Grantor shall have previously determined that such abandonment is reasonable and desirable in the normal conduct of Grantor's business. Grantor shall use commercially reasonable efforts to maintain in full force and effect the Trademark Collateral that is or shall be necessary in or material to the operation of Grantor's business. Grantor shall bear any expenses incurred in connection with the foregoing. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademark Collateral. Without limiting the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be obligated to take any steps necessary to preserve rights in the Trademark Collateral against any other parties, but the Agent may do so at its option if a Default has occurred and is continuing, and all expenses incurred in connection therewith shall be for the Grantor's sole account and shall be added to the Secured Obligations secured hereby.

Section 10. The Agent's Right to Sue. If a Default has occurred and is continuing, the Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademark Collateral and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

Section 11. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the Grantor's undertakings, agreements, warranties, covenants and representations contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Grantor specifying such suspension or waiver.

Section 12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. 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 hereof, 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 Agreement in any jurisdiction.

Section 13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

Section 14. Cumulative Remedies; Power of Attorney. Grantor irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement to the extent permitted by law, including, without limitation, if a Default has occurred and is continuing and the Agent notifies Grantor that it intends to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable to evidence and enforce the security interest in any of the Trademark Collateral held by the Agent and the Holders of Secured Obligations, (ii) subject to any pre-existing reserved rights or licenses, assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone on commercially reasonable terms, (iii) subject to any pre-existing reserved rights or licenses, grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademark Collateral as the Agent deems reasonably necessary to protect, preserve or realize upon the Trademark Collateral. Grantor ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations then due and owing have been paid in full and the Credit Agreement has been terminated. This Agreement is not intended to limit or restrict in any way the Agent's or the Holders of Secured Obligations' rights and remedies under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

If a Default shall occur and be continuing, the Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies to the extent permitted by law granted to the Agent or any Holder of Secured Obligations in this Agreement and the other Loan Documents and in any other instrument, or agreement securing, evidencing or relating to the Secured Obligations and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located or deemed located. If a Default has occurred and is continuing and the Agent has elected to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademark Collateral, subject to any pre-existing reserved rights or licenses, Grantor shall assign, convey and otherwise transfer title in and to the Trademark Collateral to the Agent or any Person designated by the Agent and shall execute and deliver to the Agent or any such Person all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, Grantor and the Agent expressly agree that if a Default has occurred and is

continuing, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademark Collateral required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition.

Section 15. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that (other than in accordance with subsection 7.3(B) of the Credit Agreement) Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

Section 16. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed in all respects by the internal laws (including 5-1401 of the General Obligations Law of New York but otherwise without regard to the conflict of laws provisions) and decisions of the State of New York.

Section 17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

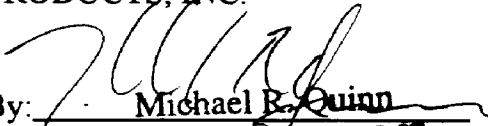
Section 18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

Section 19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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.

Section 20. Merger. This Agreement represents the final agreement of the parties hereto with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Agent or any Holders of Secured Obligation.

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

**STAIRMASTER SPORTS/MEDICAL
PRODUCTS, INC.**

By: 
Name: Michael B. Quinn
Title: Chief Financial Officer
StairMaster

Accepted and agreed to as of the day and year first above written.

ABN AMRO BANK N.V., as Agent

By: _____
Name:
Title

By: _____
Name:
Title

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

STAIRMASTER SPORTS/MEDICAL
PRODUCTS, INC.

By: _____
Name:
Title

Accepted and agreed to as of the day and year first
above written.

ABN AMRO BANK N.V., as Agent

By: *Paul Widuch*
Name: PAUL J. WIDUCH
Title SENIOR VICE PRESIDENT

By: *Thomas A Kramer*
Name: THOMAS A KRAMER
Title SENIOR VICE PRESIDENT

Schedule A

to

Supplemental Trademark Security Agreement

Dated as of March 31, 2001

Trademarks

(List Attached)

Trademark and Service Mark Applications

(List Attached)

Schedule B

to

Supplemental Trademark Security Agreement

Dated as of March 21, 2001

License Agreements

None

TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
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STRIDEMASTER	75/708,865	5/17/1999
STRIDEMASTER	75/708,254	5/17/1999
STRIDEMASTER	75/708,868	5/17/1999
THE #1 BRAND IN FITNESS	76/071,088	6/13/2000
THE #1 BRAND IN FITNESS	76/071,089	6/13/2000
THE #1 NAME IN FITNESS	76/071,086	6/13/2000
THE #1 NAME IN FITNESS	76/071,087	6/13/2000
TREADMASTER	75/687,431	4/20/1999