

RECORDATION FORM COVER SHEET

08-14-2001

Tab settings ▼

To the Honorable Commissioner of Pat



hed original documents or copy thereof.

1. Name of conveying party(ies):
Fitness Holdings Worldwide, Inc.
5020 Franklin Drive
Pleasanton, CA 94588

101811653

dress of receiving party(ies)

The Chase Manhattan Bank, as
Name: Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10014

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State *NY*

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

- Individual(s)
- General Partnership
- Corporation-State
- 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: 2/01/2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

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

Name: Penelope Agodoa

Internal Address: _____

Federal Research Corp.

Street Address: 400 Seventh St., N.W.

City: Washington State: DC ZIP: 20002

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 250⁰⁰

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

08/13/2001 00000155 1957293

01 EC: 400 statement and signature. 40.00 DP
02 FC: 400 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. 250.00 DP

Anne H. Lewallen
Name of Person Signing

Anne H. Lewallen
Signature

8/01/2001

Date

Total number of pages including cover sheet, attachments, and document: 11

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

TRADEMARK
REEL: 002347 FRAME: 0544

TRADEMARKS

A. EXISTING TRADEMARKS:

1. Apex Service Mark (Triangle Logo): Registered 2/20/96 in class 42. Registration No. 1,957,293.
2. Apex Fitness and Nutrition Analysis Systems (APEX imposed on Triangle Logo over stylized FITNESS AND NUTRITION ANALYSIS SYSTEMS): Registered 11/7/95 in class 5. Registration No. 1,932,876.

A. PENDING TRADEMARKS:

1. Apex Fitness Group (& Design): Filed application 11/16/99 in class 39 and assigned Serial No. 75/849816.
2. Apex Training System (& Design): Filed application 11/16/99 in class 39 and assigned Serial No. 75/849815.
3. Apex Fitness Group (& Design): Filed Canadian application 5/16/00 in class 39 and assigned Serial No. 1059171.
4. Apex Fitness Group (& Design): Filed European application 5/16/00 in class 39 and assigned Serial No. 1658756.
5. Apex Fitness Group Virtual Gym (design & word mark): Filed intent to use application 7/19/00 in class 42 and assigned Serial No. 76/091509.
6. TDR: Filed intent to use application 5/9/00 in class 9 and assigned Serial No. 76/066969.
7. TDR: Filed intent to use application 5/9/00 in class 16 and assigned Serial No. 75/980351.
8. Ergogen Labs (design & word mark): Filed application 7/19/00 in class 5 and assigned Serial No. 76/091508
9. Ergogen Labs Cookies 'N Creatine: Filed intent to use application 10/18/00 in class 30 and assigned Serial No. 76/149487.
10. T2: Filed application 4/19/01 in class 5 and assigned Serial No. 76/242939.
11. T2 Lean: Filed intent to use application 5/11/01 in class 5 and assigned Serial No. 76/255462.
12. Apex Fitness Group Virtual Gym: Filed European Community application 1/22/01 in class 42. Application No. 002069623.
13. Ergogen Labs: Filed European Community application 1/22/01 in class 5. Application No. 002069607.

SUPPLEMENT NO. 1 dated as of February 1, 2001, to the DOMESTIC SECURITY AGREEMENT dated as of November 2, 1999 (as amended, supplemented or otherwise modified from time to time, the "Domestic Security Agreement"), among FITNESS HOLDINGS WORLDWIDE, INC., a Delaware corporation (the "Parent Borrower"), each Subsidiary that has become a party thereto (each such subsidiary, individually, a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein).

A. Reference is made to (a) the Credit Agreement dated as of November 2, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, the Borrowing Subsidiaries from time to time party thereto, the lenders from time to time party thereto and Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and Bankers Trust Company, as syndication agent and BNP Paribas (f/n/a Banque Nationale de Paris), as documentation agent, and (b) the other Loan Documents referred to in the Credit Agreement to which any Domestic Credit Party is a party (the "Domestic Loan Documents").

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

C. The Grantors have entered into the Domestic Security Agreement in order to induce the Tranche B Lenders, the Tranche C Lenders and the Revolving Dollar Lenders to make Term Loans and Revolving Dollar Loans and the Issuing Bank to issue Letters of Credit. For the purposes of this Supplement (i) Term Loans and Revolving Dollar Loans shall be referred to collectively as "Loans" and (ii) the Tranche B Lenders, the Tranche C Lenders and the Revolving Dollar Lenders are referred to collectively as the "Lenders". Pursuant to Section 5.13 of the Credit Agreement each Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia that was not a Subsidiary or in existence on the date of the Credit Agreement is required to enter into the Domestic Security Agreement as a Subsidiary Guarantor upon becoming a Subsidiary. Section 7.15 of the Domestic Security Agreement provides that additional Subsidiaries of the Parent Borrower may become Grantors under the Domestic Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Domestic Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Domestic Security Agreement, the New Grantor by its signature below becomes a Grantor under the Domestic Security Agreement with the same force and effect as if originally named therein

as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Domestic Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Domestic Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Domestic Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Domestic Security Agreement shall be deemed to include the New Grantor. The Domestic Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by telecopy shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor, (b) set forth as Schedules II through V attached hereto are the true and correct schedules identifying the Intellectual Property of the New Grantor and (c) set forth under its signature hereto is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Domestic Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

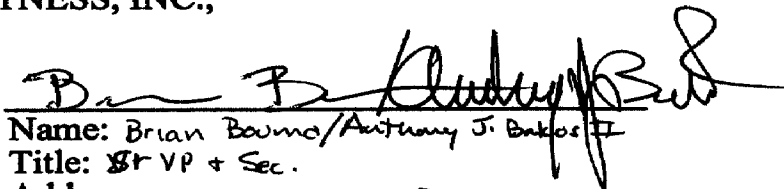
SECTION 7. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Domestic Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Domestic Security Agreement as of the day and year first above written.

APEX FITNESS, INC.,

by



Name: Brian Baum/Anthony J. Bakos II

Title: Sr VP + Sec.

Address: 5020 Franklin Drive
Pleasanton, CA 94588

THE CHASE MANHATTAN BANK,
as Collateral Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Domestic Security Agreement as of the day and year first above written.

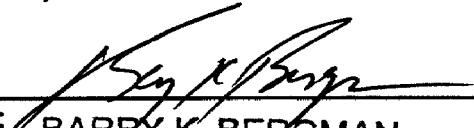
APEX FITNESS, INC.,

by

Name:
Title:
Address:

THE CHASE MANHATTAN BANK,
as Collateral Agent,

by



Name: BARRY K. BERGMAN
Title: VICE PRESIDENT

APEX FITNESS INC.
FITNESS AND NUTRITION ANALYSIS SYSTEM
LICENSING AGREEMENT

This Licensing Agreement ("Agreement") is executed between APEX FITNESS, INC. ("APEX") and Apex Fitness Group ("Licensee").

RECITALS

A. APEX represents that it is the originator, developer, and sole owner of a nutritional design program that utilizes proprietary computer software and nutrition, fitness, and weight management evaluation designed to provide a personalized individual fitness and nutritional program ("Program"). The Program also includes training techniques, manuals, printed matter, advertising matter, and marketing techniques. The Program is to be used in conjunction with certain APEX Nutritional Supplements ("Product"), which together make up the "APEX FITNESS AND NUTRITION ANALYSIS SYSTEM" ("System").

B. APEX represents that it owns all rights to the Program, Product, and System.

C. APEX wants to grant licenses for the Program that has been tailored for the specific licensee as agreed.

D. Licensee wants a license to use the Program and Product subject to the terms and conditions of this Agreement.

E. APEX agrees to enter into a license with Licensee on the following terms and conditions and without encumbering APEX'S rights to the Program, Product, or System.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Warranties and Representations.

APEX has not promised that Licensee shall make a profit on any sale since the success or failure of Licensee is subject to his, her, or its own control, efforts, and financial circumstances. All business operations are under the control and management of Licensee.

Any projections of income or profit provided to Licensee are merely expectations.

This Agreement is not a security under any federal or state law and any purchases made under the Agreement are made on Licensee's own account.

2. Grant of License.

APEX grants, and Licensee accepts, a non-transferable license to use the Program subject to the conditions and for the specified period. This license shall include, without limitation, the right to use the name "APEX FITNESS AND NUTRITION ANALYSIS SYSTEM", but not the right to reproduce or license the Program to others. Licensee shall not have the right to sell, transfer, or otherwise assign its rights under this Agreement except as specified in paragraph 29.

3. Use of Program.

Licensee agrees to use the Program for its sole and exclusive use and only in connection with the sale, distribution, and marketing of the "APEX FITNESS AND NUTRITION ANALYSIS SYSTEM"

Program. Licensee agrees that the licensed Program, Product, and System may only be used at Licensee's locations ("Thousand Oaks, CA") as specified on Exhibit "A" attached hereto.

4. License Period.

This license shall remain in force for an initial one (1) year term from the date this Agreement is signed by authorized officers of APEX and Licensee, and will renew automatically for a one (1) year term unless sixty (60) days' written notice is given by either party to the other at the addresses specified in this Agreement. This Agreement may be terminated at any time by Licensee on sixty (60) days' advance notice to APEX as to any or all License locations. However, Licensee's rights pursuant to this Agreement may only be canceled or terminated by APEX during the term of this Agreement because of a breach of this Agreement by Licensee provided that Licensee receives at least fifteen (15) days' written notice of such intention to cancel and shall have fifteen (15) days to cure any defect. For example, the nonpayment of an invoice or for the nonpayment of an open account for more than thirty (30) calendar days past due is a breach. A cancellation of Licensee's rights shall not relieve Licensee of its obligation to pay APEX for Programs and/or Product received. Upon termination of this Agreement, Licensee's right to use the Program shall terminate, provided Licensee shall have an additional one hundred twenty (120) days to sell any previously purchased Programs and/or Product.

5. Product Exclusivity.

Only APEX Product shall be used in the sale of the Program by Licensee to its clients. Any changes in Program or Product recommendations for the System must be authorized in writing by APEX.

6. Liability.

Licensee is completely responsible for any liability that may arise solely and directly from the malfeasance or misfeasance of its agents and/or employees regarding the use or sale of the Program to third parties. APEX is completely responsible for any liability that may arise out of any defect, whether through product liability, negligence, strict liability, or otherwise, arising out of the Program, Product, or System.

7. Indemnification.

Licensee shall indemnify, defend, and hold harmless APEX from any claims which may be asserted against APEX based upon any act, omission, or representation by Licensee in connection with the Agreement, the Program, and any services provided by Licensee during Licensee's use of the license, including costs and reasonable attorney's fees, as a result of Licensee's activities or conduct. APEX shall indemnify, defend, and hold harmless Licensee from any claims which may be asserted against Licensee based upon any act, omission, or representation by APEX in connection with the Agreement, the Program, any product liability, and any services and products provided by APEX during Licensee's use of the license, including costs and reasonable attorney's fees, as a result of APEX's activity or conduct. No indemnification shall be provided by Licensee for the actions of APEX if APEX is found by a court of law to have been the participant in any fraud or as the result of the gross or reckless negligence of APEX. No indemnification shall be provided by APEX for the actions of Licensee if Licensee is found by a court of law to have been the participant in any fraud or as the result of the gross or reckless negligence of Licensee.

8. Payment for Start-up Fees.

In payment for the exclusive and non-transferable license granted under this Agreement, Licensee shall pay Apex the sum of \$2500.00 upon execution of this Agreement. Apex will have earned its full licensing fee upon delivery of support materials to Licensee and completion of installation of the Program software. In addition, Licensee shall purchase the initial supplement and Journal Kit package totaling approximately \$4000.00, prior to the execution of program installation. Licensee shall also pay an annual license renewal fee of \$500.00 upon each anniversary of the installation date.

9. Quantity Requirement of APEX Program and Product.

Licensee agrees, as a condition for maintenance of this license only, to sell no less than ten (10) "APEX FITNESS AND NUTRITION ANALYSIS SYSTEM" Programs per month, and the amount of Product required to support that number of Programs. Licensee will only be invoiced for the actual number of Programs and the actual amount of Product ordered each month.

10. **Payment for APEX Program.**
Licensee shall pay to APEX the sum of \$15.00 for each Program System sold to Licensee's clients. This sum shall include the "APEX Client Journal & Fitness Guide". Licensee understands that the software for the Program contains "counters" or "blocks" such as "Software Sentinel" that monitor Program sales. APEX retains the right to audit software counters.
11. **Payment For APEX Products.**
Licensee shall pay for all invoices within the agreed terms, if any, for Product based on the current Confidential Price List.
12. **Payment for Training and Technical Advice.**
Licensee shall pay to APEX the cost of materials and reasonable lodging expense for APEX trainers when conducting training at Licensee's License locations.
13. **Payment of Taxes.**
Licensee shall collect and pay all state, federal, and local taxes incurred by it in its performance of the terms of this Agreement.
14. **Property Rights of APEX.**
Licensee acknowledges that the APEX FITNESS AND NUTRITION ANALYSIS SYSTEM Program is the property of APEX.
15. **Modifications or Adaptations.**
Licensee agrees that modification or revision of Program by the Licensee does not constitute the design or development of a "new" Program. Licensee further agrees that, upon non-renewal, termination, or cancellation of this Agreement for any reason, APEX will maintain all property rights in the Program, Product, and System.
16. **APEX Program as Confidential Trade Secret.**
Licensee acknowledges that the Program is confidential in nature and constitutes a trade secret belonging to APEX. Licensee may discuss the Program with its attorneys and accountants in the normal course of business without violating this section.
17. **Delivery of APEX Program.**
Upon execution of this Agreement, APEX will provide to Licensee a complete copy of the Program and an initial order of Product. During the term of this Agreement, APEX will provide Licensee with any and all updates to the Program or Product information.
18. **Acceptance.**
The Program shall be deemed to have been accepted by Licensee with the initial productive use of the Program by Licensee, or thirty (30) days, whichever is shorter.
19. **Training.**
APEX, as part of the initial order of the Program and Product package, shall provide technical orientation and training for Licensee's employees through the APEX Sales Training Course. Training and Orientation will, first, be provided on sight, or at an APEX Regional Training School and Licensee's License locations in accordance with the provisions of paragraph 12.
20. **Additional Technical Support.**
APEX will provide additional technical support services to Licensee on request and as available at agreed rates. APEX will supply, at its own expense, an "800" technical support telephone number, which shall be available to Licensee during normal business hours.

21. Cause for Termination.

This license will be terminated automatically upon the occurrence of the following:

- a. Expiration of the term of the license, after notification, in accordance with the terms of this Agreement.
- b. Disclosure of the Program to an unauthorized third party.
- c. Cessation of business by Licensee or any successor or assign to whom the Program has been legitimately transferred.
- d. Commission by Licensee of an Event of Default as defined in this Agreement beyond any cure period.

22. Events of Default.

Licensee shall have committed an event of default, and this Agreement and the license shall terminate if any of the following occur:

- a. Licensee fails or neglects to perform its obligations under this Agreement, including the maintenance of the quantity requirements and/or the timely payment of any sums due APEX within fifteen (15) days after notice of the deficiency, pursuant to paragraph 4 herein.
- b. A petition in bankruptcy is filed by or against Licensee and not dismissed within sixty (60) days thereafter.
- c. A receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of Licensee's business or property.
- d. Use of Program, Product, and System at addresses other than the License locations as specified on Exhibit "A".

23. Effect of Termination.

Licensee agrees that, upon termination or cancellation, within 120 days therefrom, it shall return, freight collect, all Program materials to APEX.

24. Warranty of Title.

APEX warrants that it has good title to the Program, Product, and System and the right to license its use to Licensee.

25. Limited Warranty Program.

APEX warrants that the medium on which the Program is delivered is free from defects in workmanship and materials under normal authorized use for a period of ninety (90) days after delivery of the Product to Licensee. This warranty is void if Licensee misuses or modifies the Program.

26. Consumer Limited Warranty Product.

APEX warrants to the consumer that APEX and APEX FITNESS brand Products conform to the contents as listed on the Product label within tolerances as set by either the Federal Food & Drug Administration or the Pharmaceutical Manufacturers Association. APEX warrants that APEX and APEX FITNESS brand Products conform to all federal and state laws.

27. Consumer Warranty Disclaimer.

THE CONSUMER WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER CONSUMER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

28. Notices.

Any notice required by this Agreement shall be deemed to have been given if in writing and delivered personally or mailed by first-class, registered, or certified mail, postage prepaid and addressed:

(a) when intended for Licensee to:

Apex Fitness Group
Alan Curtis
Thousand Oaks, CA 91360

(b) when intended for APEX to:

APEX FITNESS INC.
123 Hodencamp Road, Suite 204
Thousand Oaks, California 91360
1-(800)-656-APEX (2739) office
1-(805)-449-1330 office
1-(805)-449-1370 fax

29. Non-Assignment of License.

Licensee shall not assign or otherwise transfer its rights under this Agreement without the prior written consent of APEX, which shall not be unreasonably restricted by APEX. Licensee may assign this license to any subsidiary and/or any entity which acquires substantially all of the assets or capital stock of the Licensee.

30. Severability.

If any part of this Agreement is adjudged by a court to be invalid, that judgment shall not affect or nullify the remainder of this Agreement.

31. Governing Law.

This Agreement shall be deemed to have been made in, and be construed pursuant to the laws of the State of California.

Executed this ___ day of _____, 2000, in the City of Thousand Oaks, State of California.

LICENSOR:

APEX FITNESS, INC.

By: _____

NEAL SPRUCE, President

LICENSEE:

(Apex Fitness Group)

By: _____

(Alan Curtis)

PATENTS

None.

Rider VA

A. Trademarks:

1. **Apex Service Mark** (Triangle Logo): Registered 2/20/96 in class 42. Registration No. 1,957,293.
2. **Apex Fitness and Nutrition Analysis Systems** (APEX imposed on Triangle Logo over stylized FITNESS AND NUTRITION ANALYSIS SYSTEMS): Registered 11/7/95 in class 5. Registration No. 1,932,876.

B. Pending Trademarks:

3. **Apex Fitness Group** (& Design): Filed application 11/16/99 in class 39 and assigned Serial No. 75/849816.
4. **Apex Training System** (& Design): Filed application 11/16/99 in class 39 and assigned Serial No. 75/849815.
5. **Apex Fitness Group** (& Design): Filed Canadian application 5/16/00 in class 39 and assigned Serial No. 1059171.
6. **Apex Fitness Group** (& Design): Filed European application 5/16/00 in class 39 and assigned Serial No. 1658756.
7. **Apex Fitness Group Virtual Gym** (design & word mark): Filed intent to use application 7/19/00 in class 42 and assigned Serial No. 76/091509.
- ~~8.~~ **Apex Fitness Group Virtual Gym**: Filed European Community application 1/22/01 in class 42. Application No. 002069623.
9. **TDR**: Filed intent to use application 5/9/00 in class 9 and assigned Serial No. 76/066969.
10. **TDR**: Filed intent to use application 5/9/00 in class 16 and assigned Serial No. 75/980351.
11. **Ergogen Labs** (design & word mark): Filed application 7/19/00 in class 5 and assigned Serial No. 76/091508
- ~~12.~~ **Ergogen Labs**: Filed European Community application 1/22/01 in class 5. Application No. 002069607.
13. **Ergogen Labs Cookies 'N Creatine**: Filed intent to use application 10/18/00 in class 30 and assigned Serial No. 76/149487.

14. **T2:** Filed application 4/19/01 in class 5 and assigned Serial No. 76/242939.

15. **T2 Lean:** Filed intent to use application 5/11/01 in class 5 and assigned Serial No. 76/255462.

LOCATION OF COLLATERAL

Location

123 Hodencamp Road, Ste. 204
Thousand Oaks, CA 91360
(Ventura County)

220 Lake Drive
Newark, DE 19702
(New Castle County)

11698 San Marino
Rancho Cucamonga, CA 91730
(San Bernadino County)

COPYRIGHTS

None.

LICENSES

As of 4/30/01, Apex has license agreements with the persons and entities listed on Attachment RIIIA-1 under the heading "Company", attached hereto and incorporated herein by this reference.

Each person to whom Apex has granted a license has entered into an agreement, substantially in the form attached hereto as Attachment RIIIA-2, and incorporated herein by this reference.

Rider IIIA- Licenses

As of 4/30/01, Apex has license agreements with the persons and entities listed on Attachment RIIIA-1 under the heading "Company", attached hereto and incorporated herein by this reference.

Each person to whom Apex has granted a license has entered into an agreement, substantially in the form attached hereto as Attachment RIIIA-2, and incorporated herein by this reference.