

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies);  
HEALTH FITNESS CORPORATION

Individual(s)       Association  
 General Partnership     Limited Partnership  
 Corporation-State MINNESOTA  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: BAYVIEW CAPITAL PARTNERS LP  
Internal  
Address: Suite 230

Street Address: 641 EAST LAKE STREET

City: Wayzata State MN Zip 55391

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership DELAWARE  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement     Change of Name  
 Other \_\_\_\_\_

Execution Date: AUGUST 25, 2003

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

A. Trademark Application No.(s)  
78/242665

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
2,246,485  
2,421,638

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

Name: LINDQUIST & VENNUM P.L.L.P.  
Internal Address: CONNIE HEIKKILA

Street Address: 4200 IDS CENTER  
City: MINNEAPOLIS State MN Zip: 55448

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) ..... \$ 90.00


Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 50-0837

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

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

CONNIE E. HEIKKILA, PARALEGAL            SEPTEMBER 3, 2003  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$90.00 600837 78242665

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2003, is made by and between Health Fitness Corporation, a Minnesota corporation (the "Borrower"), Bayview Capital Partners LP, a Delaware limited partnership (the "Lender").

### BACKGROUND

A. The Borrower and the Lender are parties to a Securities Purchase Agreement dated the date hereof (as the same may be amended or otherwise modified from time to time, the "Purchase Agreement") providing for the extensions of credit to be made to the Borrower by the Lender.

B. Pursuant to the terms of a Security Agreement dated the date hereof between the Borrower and the Lender (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), the Borrower has granted to the Lender a security interest in substantially all of the assets of the Borrower including all right, title and interest of the Borrower in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by the Borrower's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Securities Purchase Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agree as follows:

1. Incorporation of Purchase Agreement and Security Agreement. The Purchase Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, the Borrower grants to the Lender, and reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Borrower's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Exhibit A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by the Borrower against third parties for past, present or future (a)

infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Borrower has duly executed this Agreement as of the date first written above.

**THE BORROWER:**

HEALTH FITNESS CORPORATION

By: W. W. Wil  
Its: Treasurer

Agreed and Accepted  
As of the Date First Written Above

**THE LENDER:**

BAYVIEW CAPITAL PARTNERS LP

By: Bayview Capital Management LLC  
Its: General Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Borrower has duly executed this Agreement as of the date first written above.

**THE BORROWER:**

HEALTH FITNESS CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**THE LENDER:**

BAYVIEW CAPITAL PARTNERS LP

By: Bayview Capital Management LLC  
Its: General Partner

By:  \_\_\_\_\_  
Its: *Associate Director*

## EXHIBIT A

## TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration Number	Date Registered
HF Word Mark/Design Mark	2246485	May 18, 1999
HF Word Mark/Design Mark	2421638	January 16, 2001

## TRADEMARK APPLICATIONS

Application Description	U.S. Application Number	Date Applied
Walk This Way (words only)	78/242665	April 28, 2003