

3-29-04

03-29-2004

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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102706930

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

1. Name of conveying party(ies):
Fitness Quest Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amended and Restated Trademark Coll. Agr.

Execution Date: March 24, 2004

2. Name and address of receiving party(ies)
Name: Harris Trust and Savings Bank

Internal Address: _____
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Illinois banking corporation

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

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

A. Trademark Application No.(s)
See Exhibit Z attached hereto and made a part hereof

B. Trademark Registration No.(s)
See Exhibit Z attached hereto and made a part hereof

Additional numbers attached? Yes No

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

Narr _____
Inter Federal Research Company, LLC _____
1030 15th Street, NW, Suite 920 _____
Washington, DC 20005 _____

Stre _____
City: _____ 1603


6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 140.00
 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

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.

Elizabeth Szklarz  3/24/04
Name of Person Signing Signature Date

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

03/29/2004 ECDOPER 00000152 78282795
337102
01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

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

TRADEMARK
REEL: 002936 FRAME: 0944

EXHIBIT Z
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

Trademarks	Registration No.	Serial No.	Domicile	Filing Date
Ab Lounge		78282795	United States	8/4/03
Body Force		78282809	United States	8/4/03
Easy Trec		78/282821	United States	8/4/03
Sky Trec		78282829	United States	8/4/03
Titan Blender		78282815	United States	8/4/03

AMENDED AND RESTATED TRADEMARK COLLATERAL AGREEMENT

This 24th day of March, 2004, FITNESS QUEST INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1400 Raff Road S.W., Canton, Ohio 44710, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Agent*") and grants to the Agent for the benefit of the Secured Creditors, a continuing security interest in, the following property:

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

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

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

to secure performance of all Obligations of each of Debtor and Fitness Quest Direct, Inc. ("*FQD*") as set out in that certain Amended and Restated Security Agreement dated as of July 31, 2003 herewith by and among Debtor, FQD and Agent (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

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

FITNESS QUEST INC.



By _____

Name Robert R. Schnabel, Jr.

Title President/CEO

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____

Name _____

Title _____

Signature Page to Amended and Restated Trademark Collateral Agreement
Fitness Quest Inc.

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

FITNESS QUEST INC.

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK, as Agent

By William P. Robin
Name: William P. Robin
Title: Vice President

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

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

Trademarks	Registration No.	Serial No.	Domicile	Filing Date
AB Fit	2645650	76338207	United States	11/16/01
Ab Lock		76263608	United States	5/29/01
Ab Lounge		78282795	United States	8/4/03
Ab Squeeze		76468879	United States	11/21/02
Abdomenizer	1434075		United States	3/24/87
Abs Only Machine	2191605		United States	9/29/98
ABS Only Pro		76307507	United States	9/4/01
Air Bench	1975385		United States	5/21/96
Air Glider	2629200	76186837	United States	12/26/00
AiroFit	2100357		United States	9/23/97
Alpine		76/466205	United States	11/12/02
Beautiful Body Boot Camp		76/466208	United States	11/12/02
Beautiful Buns Worker	2468160		United States	7/22/98
Body Force		78282809	United States	8/4/03
Bridal Boot Camp		76436653	United States	8/1/02
Brutus	1953315		United States	1/30/96
Buns Worker	2041291		United States	2/25/97
Carb Attack		76279060	United States	7/2/01
Cardio Slide		78247859	United States	5/9/03
Contoure Cross Trainer	2217554		United States	1/12/99
Croc Locs		76/424290	United States	6/24/02
Crunch Ball	2409596		United States	11/28/00
Crunch Cage	2089929		United States	8/19/97
CrunchBoard	2128320		United States	1/13/98
Crunch It		76/422489	United States	6/18/02
Cyber Slam	2465999		United States	3/11/98
DNA Sports Nutrition		76261304	United States	5/24/01
Easy Glider	1473345		United States	10/27/87
Easy Shaper		78/206686	United States	1/24/03
Easy Trec		78222584	United States	3/6/03

Trademarks	Registration No.	Serial No.	Domicile	Filing Date
Easy Trec		78/282821	United States	8/4/03
Eclipse		76205990	United States	1/7/01
Eclipse Trainer	2154298		United States	4/28/98
Edge	2540058		United States	2/26/01
Edge Cardio	2687246	76218192	United States	3/2/01
Edge Fitness	2278472		United States	9/14/99
Edge Glider		76273924	United States	6/21/01
E-Motion		76449053	United States	9/11/02
Excel	2448702		United States	5/14/99
Excel	1957750		United States	2/20/96
Excel Gym	2369056		United States	7/18/00
Excel Panther		76341897	United States	11/28/01
Excel Patriot		76341896	United States	11/28/01
Exerdeck		76/466207	United States	11/12/02
FirstPath		75674483	United States	4/5/99
Fit Bag		76449052	United States	9/11/02
Fit 1	1448703		United States	12/16/86
Fitness Quest	1615848		United States	10/2/90
FlexABall	2114440		United States	11/18/97
FlexBall	2540059		United States	2/26/01
Gazelle Edge	2730231	76303486	United States	8/23/01
Gazelle Free Style		76186802	United States	12/26/00
Gazelle Freestyle Elite		76342776	United States	11/29/01
Gazelle Freestyle Pro	2716404	76283072	United States	7/12/01
Gazelle Freestyle Evolution		76/466206	United States	11/12/02
Gazelle Freestyle Extreme		76/468877	United States	11/21/02
Gazelle Glider	2092128		United States	8/26/97
Gazelle Power Glider		76/422488	United States	6/18/02
Gazelle Power Plus		76/484752	United States	1/24/03
Gazelle Ultra		76/485272	United States	1/24/03
Gazelle Walkabout	2730232	76303487	United States	8/23/01
Get On The Ball	2014346		United States	11/5/96
Get Results	2587031	75466178	United States	4/10/98
Got It		76138572	United States	10/2/00
Integrity	2238641		United States	4/13/99
Low Fat Gourmet Secrets	2084876		United States	7/29/97
Low Rider		76/461537	United States	10/23/02
Merlin, The Microwave Wizard	2402541		United States	11/7/00

Trademarks	Registration No.	Serial No.	Domicile	Filing Date
MetaTrim		76425208	United States	6/27/02
MetaTrim		78230451	United States	3/26/03
Multi Flexball	2544653		United States	2/26/01
Muscle Accelerator	2355806		United States	6/6/00
NitroFlex	2198476		United States	10/28/98
Nubs Ball		76425209	United States	6/27/02
OLS	2684550	76265699	United States	6/4/01
One on One Fitness		76265698	United States	6/4/01
Power Protein Conditioner		76279059	United States	7/2/01
Power Protein Shampoo		76279061	United States	7/2/01
Rock		76232490	United States	3/29/01
Rock Fit		76215155	United States	2/26/01
Rock Fit AB and Bun Toner		76310976	United States	9/10/01
Rock Fitness		76215156	United States	2/26/01
Shape-Stix	2177451		United States	7/28/98
Sky Trec	2417982		United States	1/2/01
Sky Trec		78282829	United States	8/4/03
Slam Man	2221267		United States	2/2/99
Squeeze Machine	2017754		United States	11/19/96
Street Walker		76/461538	United States	10/23/02
Strike Zone	2595485		United States	7/3/00
Swing Step	2369402		United States	7/18/00
The RockFit Flex Trainer	2347693		United States	5/2/00
The WalkAbout	2327327		United States	3/7/00
The WorkOut Ball	2188409		United States	9/8/98
Thigh Buster	1482487		United States	3/29/88
Titan Blender		78282815	United States	8/4/03
Tri Lok	2032026		United States	1/21/97
Ultimate Earth	2229246		United States	3/2/99
Ultimate Garden	2229236		United States	3/2/99
Value Quest	2089676		United States	8/19/97
Vital Eyes	2152918		United States	4/22/96
XL Glider	2263492		United States	7/20/99

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

Licensed Trademark	Trademark Number	Date	Owner	License Agr. Date
Abdomenizer	1,434,075	03/24/87	Abdomenizer, Inc.	08/16/88
David Dikeman's Command Performance	1,635,389	02/19/97	Dikeman's Best Friends, Inc.	12/08/94
Command Performance	1,635,390	02/19/97	Dikeman's Best Friends, Inc.	12/8/894
Shape Trac	2,338,590	04/04/00	American Telecast Corp.	11/09/98
Bosu	2518696	12/11/01	DW Fitness	05/31/01
Backjoy	2,118,780	12/9/97	Preston Willingham	6/17/03
Aerobic Lounge	2,145,351	3/17/98	Wendy Lewin and Richard L. Hoover	6/13/03
Total Gym	2,174,671	7/21/98	Engineering Fitness International Corp. DBA Total Gym, DBA EFI and DBA EFI Medical Systems	2/20/97
Total Gym Ultra	2,486,116	9/4/01	Engineering Fitness International Corp. DBA Total Gym, DBA EFI and DBA EFI Medical Systems	2/20/97
Total Gym Max	76/339,512	11/19/01	Engineering Fitness International Corp. DBA Total Gym, DBA EFI and DBA EFI Medical Systems	2/20/97
Torso Track	2,281,076	9/28/99	Torso Track, Inc.	11/9/98