

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):

Fitness Quest Inc.

- Individual(s)
- General Partnership
- Corporation Delaware
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Harris Trust and Savings Bank,  
Name: as administrative agent

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

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Illinois
- 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 names(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 20, 2004

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

A. Trademark Application No.(s)

78/332,320	78/329,825	78/331,620
78/349,812	78/346,822	78/332,382
78/346,829	78/369,956	78/465,728
78/328,352	78/419,635	

B. Trademark Registration No.(s)

2,278,988	2,261,666
2,647,703	2,229,246
2,232,252	2,229,236

Additional numbers attached?  Yes  No

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

Name: Jane S. Berman

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved: 17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1595784

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.

Jane S. Berman

Name of Person Signing

  
Signature

November 2, 2004

Date

Total number of pages including cover sheet, attachments, and document: 9

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

## TRADEMARK COLLATERAL AGREEMENT

This 20th day of October, 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 Secured Obligations (as such term is defined in the Security Agreement defined below) of the Debtor and the other debtors as set out in that certain Security Agreement bearing even date herewith by and among the Debtor, the other debtors party thereto, and the Agent (the Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*"). The Debtor and the Agent acknowledge and agree that the agreements previously filed with the United States Patent and Trademark Office against the property of the Debtor set forth herein secure the performance of all Secured Obligations of the Debtor and the other debtors set forth in 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 Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FITNESS QUEST INC.

By   
 Name Jeffrey J. Teschke  
 Title Vice President

HARRIS TRUST AND SAVINGS BANK, as Agent

By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

Signature Page to Trademark Collateral Agreement  
Fitness Quest Inc.

IN WITNESS WHEREOF, Debtor has caused this 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	2811151	76263608	United States	5/29/01
Ab Lounge		78282795	United States	8/4/03
Ab squeeze		76468879	United States	11/21/02
**Abs only machine †	2191605	75110455	United States	5/28/96
Abs only pro	2776388	76307507	United States	9/4/01
Air bench	1975385	74559077	United States	8/3/94
Air glider	2629200	76186837	United States	12/26/00
Airofit	2100357	75108372	United States	5/23/96
**Alpine †		76466205	United States	11/12/02
Beautiful body boot camp †		76466208	United States	11/12/02
Beautiful bunsworker	2468160	75523176	United States	7/22/98
Body Force		78282809	United States	8/4/03
Brutus	1953315	74647109	United States	3/15/95
Buns worker	2041291	74686105	United States	6/8/95
Carb attack †	2825702	76279060	United States	7/2/01
Cardio Slide †		78247859	United States	5/9/03
Comform		78332320	United States	11/24/03
Corner Gym †	2278988	75449788	United States	3/13/98
Contoure Cross Trainer	2217554	75049484	United States	1/29/96
Croc Locs		76424290	United States	6/24/02
Crunch Ball	2409596	75707694	United States	5/17/99
Crunch Cage †	2089929	75037663	United States	12/27/95
Crunchboard	2128320	75138923	United States	7/24/96
Crunch It		76422489	United States	6/18/02
Cyber Slam	2465999	75448518	United States	3/11/98
DNA Sports Nutrition		78349812	United States	1/9/04
DNA Sports Nutrition †		76261304	United States	5/24/01
Easy Shaper		78206686	United States	1/24/03
Easy Tree †		78222584	United States	3/6/03
Easytrec		78282821	United States	8/4/03
Eclipse	2650424	76205990	United States	2/7/01
Eclipse Trainer	2154298	75180273	United States	10/11/96
Edge	2540058	76214987	United States	2/26/01
Edge Cardio	2687246	76218192	United States	3/2/01

Trademarks	Registration No.	Serial No.	Domicile	Filing Date
Edge Fitness	2278472	75413075	United States	1/2/98
E-Motion		76449053	United States	9/11/02
Excel	2448702	75704838	United States	5/14/99
Excel	1957750	74647110	United States	3/15/95
Excel Gym	2369056	75341249	United States	8/14/97
Excel Panther *		76341897	United States	11/28/01
Excel Patriot *		76341896	United States	11/28/01
Exerdeck *		76466207	United States	11/12/02
EZ Glider		78346829	United States	12/31/03
Firstpath	2742334	75674483	United States	4/5/99
Fit Bag *		76449052	United States	9/11/02
Fitness Quest	1615848	73773481	United States	1/9/89
Fitness Quest		78328352	United States	11/14/03
Flexaball	2114440	7459864	United States	11/17/94
Flexball	2540059	76215157	United States	2/26/01
Gazelle		78329825	United States	11/19/03
Gazelle Edge	2730231	76303486	United States	8/23/01
Gazelle Freestyle Extreme *		76468877	United States	11/21/02
Gazelle Free Style	2672921	76186802	United States	12/26/00
Gazelle Freestyle Elite	2778398	76342776	United States	11/29/01
Gazelle Freestyle Evolution		76466206	United States	11/12/02
Gazelle Freestyle Pro	2716404	76283072	United States	7/12/01
Gazelle Freestyle Supertrainer		78346822	United States	12/31/03
Gazelle Freestyle Xtremc		78369956	United States	2/18/04
Gazelle Power Glider		76422488	United States	6/18/02
Gazelle Power Plus	2848979	76484752	United States	1/24/03
Gazelle Ultra *		76485272	United States	1/24/03
Gazelle Walkabout	2730232	76303487	United States	8/23/01
Gazzelle Glider *	2092128	75054509	United States	2/7/96
Get On The Ball	2014346	74612168	United States	12/19/94
Get Results	2587031	75466178	United States	4/10/98
Got It! *		76138572	United States	10/2/00
Healthy Dose		78419635	United States	5/17/04
Integrity	2238641	75422589	United States	1/23/98
Integrity	2647703	75692243	United States	4/26/99
**Le Shape *	2232252	75449799	United States	3/13/98
Low Fat Gourmet Secrets *	2084876	75044168	United States	1/16/96
Low Rider *		76461537	United States	10/23/02
Lumb-Air		78331620	United States	11/21/03
Merlin, The Microwave Wizzard	2402541	75519289	United States	7/15/98
Metatrim +		76425208	United States	6/27/02
Metatrim +		78230451	United States	3/26/03
MP Fitness	2261666	75413074	United States	1/2/98
Multi-flex Ball	2544653	76215259	United States	2/26/01
Muscle Accelerator *	2355806	75402908	United States	12/10/97

Trademarks	Registration No.	Serial No.	Domicile	Filing Date
Nitroflex	2198476	75380108	United States	10/27/97
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	75191947	United States	11/4/96
Simple Shaper		78332382	United States	11/24/03
Sky Trec *	2417982	75489549	United States	5/22/98
SkyTrec		78282829	United States	8/4/03
Slam man	2221267	75310134	United States	6/17/97
Squeeze machine	2017754	75033782	United States	12/18/95
Street walker +		76461538	United States	7/29/03
Strike zone	2595485	76082564	United States	7/3/00
Swing step	2369402	75572460	United States	10/19/98
The rockfit flex trainer	2347693	75520107	United States	7/16/98
**The Ultimate earth *	2229246	75000908	United States	10/3/95
**The Ultimate garden *	2229236	74722710	United States	8/30/95
The Walkabout	2327327	75488352	United States	5/20/98
The Workout ball	2188409	75208706	United States	12/5/96
Titan Blender		78282815	United States	8/4/03
Tri-lok *	2032026	75044167	United States	1/16/96
Value quest *	2089676	74690625	United States	6/19/95
**Vital eyes *	2152918	75092327	United States	4/22/96
Xglider	2263492	75270458	United States	4/7/97
**Z Glider		78465728	United States	8/11/04

Tradenames	Registration No.	Domicile
Fitness Quest, Inc.	RN188818	Ohio
DNA Sports Nutrition, Inc.	1326819	Ohio
New Balance Fitness Equipment	1450507	Ohio
Fitness Quest Direct, Inc.	1293127	Ohio
Fitness Quest, Inc.	FC6309	Ohio
Value Quest	RN205633	Ohio



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

**TRADEMARK LICENSES**

Licensed Trademark	Serial Number	Filing Date	Owner	License Agr. Date
BOSU (equipment)	76,010,135	03/27/00	DW Fitness	05/31/01
BOSU (accessories)	78,268,054	06/27/03	DW Fitness	6/10/04
ZUMBA	76,327,278	10/19/01	Zumba Productions	01/25/02
TOTAL GYM	75,273,782	04/14/97	EFI	02/20/97
NEW BALANCE	76,499,093	03/20/03	New Balance	06/06/03
NB	76,499,092	03/20/03	New Balance	06/06/03