

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Total Gym Fitness, LLC		01/27/2005	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	1133 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2174671	TOTAL GYM	
Registration Number:	2486116	TOTAL GYM ULTRA	
Serial Number:	76554137	TOTAL GYM ELECTRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-564-8051		
<b>Email:</b>	kgibson@stradley.com		
<b>Correspondent Name:</b>	Christopher Rosenbleeth, Esquire		
<b>Address Line 1:</b>	2600 One Commerce Square		
<b>Address Line 2:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7098		
<b>NAME OF SUBMITTER:</b>	Kyle Gibson		
<b>Signature:</b>	/s/kdg		

**CH \$90.00 2174671**

Date:

02/14/2005

**Total Attachments: 4**

source=Total Gym Trademark#page1.tif

source=Total Gym Trademark#page2.tif

source=Total Gym Trademark#page3.tif

source=Total Gym Trademark#page4.tif

Security Agreement

Trademarks

WHEREAS, TOTAL GYM FITNESS, LLC, a Pennsylvania limited liability company (herein referred to as "**Total Gym**"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Total Gym is obligated to WACHOVIA BANK, NATIONAL ASSOCIATION (herein referred to as "**Lender**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**IP Agreement**") in favor of Lender;

WHEREAS, pursuant to the IP Agreement, Total Gym has granted to Lender a security interest in, and mortgage on, all right, title and interest of Total Gym in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect Lender's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Total Gym does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Total Gym does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 1133 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Total Gym has caused this Agreement to be duly executed by its duly authorized officer as of the 27<sup>th</sup> day of January, 2005.

TOTAL GYM FITNESS, LLC

By: 

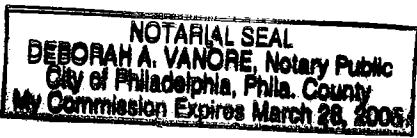
Name: Edwin P. Garrubbo

Title: Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF PHILADELPHIA )

On this 27<sup>th</sup> day of January, 2005, before me personally came Edwin P. Garrubbo, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of TOTAL GYM FITNESS, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors or Managers of said company.

*Deborah A. Vanore*  
Notary Public



SCHEDULE A

U.S. Registered Trademarks

<u>Item Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
2,174,671	July 21, 1998	July 21, 2008
2,486,116	September 4, 2001	September 4, 2011

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
Total Electra	76/554,137	October 22, 2003	Allowed; Notice of Allowance issued on December 21, 2004

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

Trademark/Service Marks  
Comment

Date of First Use

Pursuant to the IP Agreement, all common law marks are coexistent with registered trademarks and pending trademark applications.

Common Law Trade Names

Trade Name

Date of First Use

Comment

Pursuant to the IP Agreement, all common law marks are coexistent with registered trademarks and pending trademark applications.