

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LRV Corporation		03/10/2005	CORPORATION: ILLINOIS
Sweat Holding Company		03/10/2005	CORPORATION: DELAWARE
Sweat, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat Servicing Co.		03/10/2005	CORPORATION: DELAWARE
Sweat-Atlanta, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Birmingham, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Boca, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Cherry Creek, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Dallas, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Edina, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-The Glen, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Glencoe, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Houston, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Leawood, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Market Street, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Montana, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Nashville, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Newport Beach, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Rush, Inc.		03/10/2005	CORPORATION: DELAWARE
Sweat-Scottsdale, Inc.		03/10/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LaSalle Bank National Association
<b>Street Address:</b>	135 South LaSalle Street
<b>Internal Address:</b>	Suite 218, Attn: Commercial C
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National banking association: UNITED STATES

CH \$115.00 1605727

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1605727	FITIGUES
Registration Number:	1530976	FITIGUES
Registration Number:	1886134	FITIGUES
Registration Number:	2527071	LEMONADE FOR LIFE

**CORRESPONDENCE DATA**

Fax Number: (202)682-3580  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2026823671  
Email: jrynkiewicz@kayescholar.com  
Correspondent Name: John P. Rynkiewicz  
Address Line 1: 901 Fifteenth Street, N.W.  
Address Line 2: Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	03/11/2005

Total Attachments: 13  
source=LasalleSweatsSecInt#page1.tif  
source=LasalleSweatsSecInt#page2.tif  
source=LasalleSweatsSecInt#page3.tif  
source=LasalleSweatsSecInt#page4.tif  
source=LasalleSweatsSecInt#page5.tif  
source=LasalleSweatsSecInt#page6.tif  
source=LasalleSweatsSecInt#page7.tif  
source=LasalleSweatsSecInt#page8.tif  
source=LasalleSweatsSecInt#page9.tif  
source=LasalleSweatsSecInt#page10.tif  
source=LasalleSweatsSecInt#page11.tif  
source=LasalleSweatsSecInt#page12.tif  
source=LasalleSweatsSecInt#page13.tif

## SWEAT INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SWEAT INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 10, 2005 (as from time to time amended, modified, restated, supplemented and in effect, this "Intellectual Property Security Agreement"), by and among SWEAT HOLDING COMPANY, SWEAT, INC., SWEAT SERVICING CO., LRV CORPORATION (each a "**Borrower**" and collectively, the "**Borrowers**") and each SWEAT STORE signatory to this Intellectual Property Security Agreement (together with the Borrowers, each a "**Loan Party**" and collectively, the "**Loan Parties**"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (herein, together with its successors and assigns, called the "**Bank**"). Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to the them in the Credit Agreement (as defined below).

WHEREAS, pursuant to and upon the terms and conditions set forth in the Loan and Security Agreement among the Borrowers and the Bank dated as of March \_\_, 2005 (as from time to time further amended, modified, restated, supplemented and in effect, the "Credit Agreement"), the Bank has agreed to make loans available to the Borrowers.

NOW, THEREFORE, for and in consideration of the covenants and provisions set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### SECURITY INTEREST

**Section 1.1 Grant of Security Interest.** (a) As security for the Liabilities, each Loan Party hereby grants a continuing and unconditional security interest to the Bank, its successors and assigns, in and to all of the following property, whether now owned or hereafter acquired or existing of such Loan Party (the "Trademark Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels which on any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (i) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule 1 attached hereto;

(ii) all Trademark licenses and other agreements providing any Loan Party with the right to use any items of the type described in clause (i), including each Trademark license referred to in Item A of Schedule 1 attached hereto;

(iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii);

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim any Loan Party against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark or Trademark registration referred to in Item A of Schedule 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or Trademark registration or for breach or enforcement of any Trademark license.

(b) As security for the Liabilities, each Loan Party hereby grants a continuing and unconditional security interest to the Bank, its successors and assigns, in and to all of the following property, whether now owned or hereafter acquired or existing of such Loan Party (the "**Patent Collateral**"):

(i) all letters patent, design patents and utility patents and applications for, and registrations and recordings of, any such patents throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item B of Attachment 1 attached hereto;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the foregoing items described in clause (i);

(iii) all patent licenses, including each patent license referred to in Item B of Schedule 1 attached hereto;

(iv) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent and patent application referred to in Item B of Schedule 1 attached hereto, and for breach or enforcement of any patent license referred to in Item B of Schedule 1 attached hereto, and all rights corresponding thereto throughout the world.

(c) As security for the Liabilities, each Loan Party hereby grants a continuing and unconditional security interest to the Bank, its successors and assigns, in and to all of the following property, whether now owned or hereafter acquired or existing of such Loan Party (the "**Copyright Collateral**"):

(i) all copyrights of each Loan Party, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of each Loan Party's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world, and all applications for registration (including pending applications), registrations and recordings thereof, and all copyrights resulting from such applications, registrations or recordings, including those referred to in Item C of Schedule 1 attached hereto;

(ii) all renewals of, extensions of, works based upon, derived from, or incorporating any of the items of the typed referred to in clause (i), including those referred to in Item C of Schedule 1 attached hereto;

(iii) all copyright licenses, contracts and other agreements naming any Loan Party as licensee or licensor and providing such Loan Party with the right to use or sell any of the items of the type referred to in clauses (i) and (ii), including those referred to in Item C of Schedule 1 attached hereto;

(iv) the right to sue for past, present and future infringements of any of the Copyright Collateral referred to in clauses (i) and (ii) and for breach or enforcement of the licenses, contracts and other agreements referred to in clause (iii); and

(v) all proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit and all rights corresponding thereto throughout the world.

The property set forth in clauses (a), (b) and (c) of this Section 1.1, together with property of a similar nature which any Loan Party hereafter owns or in which any Loan Party hereafter acquires any interest, is referred to herein as the "Intellectual Property Collateral"; provided, however, that the following shall be excluded from the property in which a security interest is granted: (a) any licensed right to any computer hardware and software if the terms of any such license (x) prohibit the grant of a security interest therein or (y) provide for a penalty or termination of such license if a security interest therein is granted; (b) any licensed rights to Trademark Collateral, Patent Collateral and Copyright Collateral if the terms of such license (x) prohibit the grant of a security interest therein or (y) provide for a penalty or termination of such license if a security interest therein is granted and (c) any general intangibles, including, without limitation, contract rights, to the extent the assignment thereof is not permitted. Collateral which is located outside of the United States and is owned by any Loan Party shall be referred to as the "Foreign Collateral".

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1 Representations and Warranties.** Each Loan Party represents, warrants and agrees that:

(a) it is the owner of record of its registered Intellectual Property Collateral and such Intellectual Property Collateral is subsisting to its knowledge and has

not been adjudged invalid or unenforceable, in whole or in part in a manner which would have a Material Adverse Effect;

(b) it has the full right, power and authority to enter into this Intellectual Property Security Agreement and to grant all of the right, title and interest herein granted;

(c) its execution, delivery and performance of this Intellectual Property Security Agreement does not and will not contravene any contractual restriction binding on or affecting it or any of its properties;

(d) this Intellectual Property Security Agreement has been duly executed and delivered by it and is a legal, valid and binding obligation of it enforceable against it in accordance with its terms;

(e) except to the extent the Intellectual Property Collateral is licensed, it has not previously assigned, transferred, conveyed or otherwise encumbered such right, title and interest in the Intellectual Property Collateral;

(f) there are no claims, judgments or settlements to be paid by it or pending claims or litigation relating to the Intellectual Property Collateral, except as set forth in **Schedule 2** hereto;

(g) no effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of its Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed by it pursuant to this Intellectual Property Security Agreement or such as relate to other Permitted Liens; and

(h) this Intellectual Property Security Agreement is effective to create a valid and continuing first priority lien on and first priority security interest in the Intellectual Property Collateral (other than Foreign Collateral) in favor of the Bank, to the extent such a lien and security interest may be created.

**Section 2.2 Survival.** All representations, warranties and agreements of each Loan Party contained in this Intellectual Property Security Agreement shall survive the execution, delivery and performance of this Intellectual Property Security Agreement until the termination of this Intellectual Property Security Agreement pursuant to **Section 5.5** hereof.

### ARTICLE III

#### SECURITY AGREEMENT

**Section 3.1 Security Agreement.** This Intellectual Property Security Agreement has been executed and delivered by the Loan Parties for the purpose of registering the security interest of the Bank in the Intellectual Property Collateral with the United States Patent and Trademark Office, United States Copyright Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to,

and not in limitation of, the security interest granted to the Bank under the Credit Agreement. The Credit Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

#### ARTICLE IV

##### RELEASE

**Section 4.1 Release of Security Interest.** Upon (i) the sale, transfer or other disposition of Intellectual Property Collateral in accordance with the terms of the Credit Agreement or (ii) the satisfaction in full of the Liabilities, (A) the security interests created hereby shall terminate with respect to (x) such Intellectual Property Collateral (in the case of clause (i) but not in the proceeds thereof) or (y) all of the Intellectual Property Collateral (in the case of clause (ii)), and all rights to such Intellectual Property Collateral, and (B) the Bank will, at the Loan Parties' expense, promptly (x) return to the Loan Parties such of the Intellectual Property Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms thereof, and (y) execute and deliver to the Loan Parties such documents as the Loan Parties shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

#### ARTICLE V

##### ACKNOWLEDGMENT

**Section 5.1 Acknowledgment.** Each Loan Party does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

#### ARTICLE VI

##### MISCELLANEOUS

**Section 6.1 Amendments.** Neither this Intellectual Property Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by each Loan Party and the Bank.

**Section 6.2 Severability.** In the event any one or more of the provisions contained in this Intellectual Property Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby provided, however, that any disclosure by the Loan Parties of any matter for inclusion in any of the Schedules that are a part of this Intellectual Property Security Agreement shall be deemed to amend such Schedule to incorporate such disclosure.

**Section 6.3 Counterparts.** This Intellectual Property Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when

taken together shall constitute but one contract, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto shall be delivered to the Bank.



**SCHEDULE 1**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**A. TRADEMARKS**

**TRADEMARKS**

<b>MARK NAME</b>	<b>COUNTRY</b>	<b>SERIAL/REG. NO.</b>	<b>FILING/ REG. DATE</b>
FITIGUES	U.S.	1,605,727	7/10/1990
FITIGUES	U.S.	1,530,976	3/21/1989
FITIGUES	U.S.	1,886,134	3/28/1995
LEMONADE FOR LIFE	U.S.	2,527,071	1/8/2002
FITIGUES	Benelux	520062	4/1/1993
FITIGUES	Canada	TMA417886	10/8/1993
FITIGUES	France	92 417481	10/16/1992
FITIGUES	Germany	2033054	3/23/1993
FITIGUES	Ireland	167040	3/13/1995
FITIGUES	Italy	638507	12/21/1994
FITIGUES	Japan	3036891	4/28/1995
FITIGUES	Spain	1763661 M9	10/5/1993
FITIGUES	Switzerland	401958	9/16/1992
FITIGUES	U.K.	2014849	12/15/1995

**TRADEMARK LICENSES**

See Schedule 11(u) of Loan and Security Agreement

**PENDING TRADEMARK APPLICATIONS**

**TRADEMARK APPLICATIONS IN PREPARATION**

**COMMON LAW TRADEMARKS**

**B. PATENTS**

**ISSUED PATENTS**

**PATENT LICENSES**

**PENDING PATENT APPLICATIONS**

**PATENT APPLICATIONS IN PREPARATION**

<b>C. COPYRIGHTS</b>
<u>COPYRIGHTS</u>
<u>COPYRIGHT LICENSES</u>
<u>PENDING COPYRIGHT APPLICATIONS</u>
<u>COPYRIGHT APPLICATIONS IN PREPARATION</u>

**SCHEDULE 2**

**CLAIMS, JUDGMENTS AND LITIGATION**

IN WITNESS WHEREOF, the Bank and the Loan Parties have executed this Intellectual Property Security Agreement as of the date first above written.

**SWEAT HOLDING COMPANY**

By: [Signature]  
Name: S. Rosenfeld  
Title: Pres.

**SWEAT, INC.**

By: [Signature]  
Name: S. Rosenfeld  
Title: Pres.

**SWEAT SERVICING CO.**

By: [Signature]  
Name: S. Rosenfeld  
Title: Pres.

**LRV CORPORATION**

By: [Signature]  
Name: S. Rosenfeld  
Title: Pres.

**SWEAT-ATLANTA, INC.**

By: [Signature]  
Name: S. Rosenfeld  
Title: Resident

**SWEAT-BIRMINGHAM, INC.**

By: [Signature]  
Name: S. Rosenfeld  
Title: Resident

**SWEAT-BOCA, INC.**

By: [Signature]  
Name: S. Rosenthal  
Title: President

**SWEAT-CHERRY CREEK, INC.**

By: [Signature]  
Name: S. Rosenthal  
Title: President

**SWEAT-DALLAS, INC.**

By: [Signature]  
Name: S. Rosenthal  
Title: President

**SWEAT-EDINA, INC.**

By: [Signature]  
Name: S. Rosenthal  
Title: President

**SWEAT-THE GLEN, INC.**

By: [Signature]  
Name: S. Rosenthal  
Title: President

**SWEAT-GLENCOE, INC.**

By: [Signature]  
Name: S. Rosenthal  
Title: President

**SWEAT-HOUSTON, INC.**

By: [Signature]  
Name: S. Rosenthal  
Title: President

**SWEAT-LEAWOOD, INC.**

By: [Signature]  
Name: S. Rozenshtein  
Title: Pres.

**SWEAT-MARKET STREET, INC.**

By: [Signature]  
Name: S. Rozenshtein  
Title: Pres.

**SWEAT-MONTANA, INC.**

By: [Signature]  
Name: S. Rozenshtein  
Title: Pres.

**SWEAT-NASHVILLE, INC.**

By: [Signature]  
Name: S. Rozenshtein  
Title: Pres.

**SWEAT-NEWPORT BEACH, INC.**

By: [Signature]  
Name: S. Rozenshtein  
Title: Pres.

**SWEAT-RUSH, INC.**

By: [Signature]  
Name: S. Rozenshtein  
Title: Pres.

**SWEAT-SCOTTSDALE, INC.**

By: [Signature]  
Name: S. Rozenshtein  
Title: Pres.

**SWEAT-SCOTTSDALE, INC.**

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

**LASALLE BANK NATIONAL  
ASSOCIATION**

By: *Michael F. Perry*  
Name: *Michael F. Perry*  
Title: *Vice President*