

**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>
Guthy-Render Corporation		02/09/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Union Bank of California, N.A.		
<b>Street Address:</b>	18300 Von Karman Ave., Suite 310		
<b>Internal Address:</b>	Attn: Guthy-Renker Acct Officer		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	national bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3006763	SUPREME PILATES	
Registration Number:	2852460	YOUTHFUL ESSENCE BY SUSAN LUCCI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)443-2926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 48th Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	0A22-128099		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		

CH 3006763 \$65.00

Signature:	/julie cravitz/
Date:	02/15/2007
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**ACKNOWLEDGEMENT OF SECURITY INTEREST  
IN TRADEMARKS**

**WHEREAS**, Guthy-Renker Corporation, a Delaware corporation ("Borrower") with its principal place of business at 41-550 Eclectic, Suite 200, Palm Desert, California 92260, has adopted, used and is the owner of certain trademarks and the applications and/or registrations therefore in the United States Patent and Trademark Office (collectively "Registered and Applied-for Trademarks"), as listed on Schedule I attached hereto,

**WHEREAS**, Union Bank of California, N.A. ("Secured Party"), has a principal business address of 18300 Von Karman Ave., Suite 310, Irvine, California 92612,

**WHEREAS**, pursuant to that certain Amended and Restated Revolving/Term Loan Agreement dated as of February 9, 2007, entered into among Borrower, the lenders from time to time who are parties thereto (collectively, the "Lenders"), and Secured Party as the Administrative Agent (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to provide Borrower with certain credit facilities. Pursuant to that certain Security Agreement and Trademark Security Agreement each dated October 20, 2004, entered into between Borrower and Secured Party (as such agreements may from time to time be amended, extended, renewed, supplemented or otherwise modified), Borrower granted Secured Party a security interest in, among other things, all general intangibles to secure the prompt payment, performance and observance of the obligations under the Loan Agreement and related Loan Documents (as defined in the Loan Agreement),

**WHEREAS**, the aforementioned security interest in all general intangibles included all right, title and interest in the above-identified Registered and Applied-for Trademarks together with the good will of the business symbolized by them and all common law rights in them; said security interest also included all proceeds related to the Registered and Applied-for Trademarks including but not limited to any and all causes of action past, present or future which may exist by reason of infringement thereof, and

**WHEREAS**, Borrower and Secured Party desire to have a recordable document evidencing such security interest;

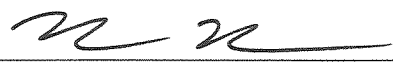
**NOW, THEREFORE**, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby confirms that it previously granted to Secured Party a security interest in the above-identified Registered and Applied-for Trademarks and other intellectual property.

**IN WITNESS WHEREOF**, Borrower and Secured Party have executed this Acknowledgement of Security Interest on the date indicated below.

Date: February 9, 2007

GUTHY-RENKER CORPORATION  
"Borrower"

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

  
Kevin Knee  
Executive Vice President,  
Financial Operations

UNION BANK OF CALIFORNIA, N.A.  
"Secured Party"

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

Gregory Dubnansky  
Vice President

**IN WITNESS WHEREOF**, Borrower and Secured Party have executed this Acknowledgement of Security Interest on the date indicated below.

Date: February 9, 2007

GUTHY-RENKER CORPORATION  
"Borrower"

By:

\_\_\_\_\_  
Kevin Knee  
Executive Vice President,  
Financial Operations

UNION BANK OF CALIFORNIA, N.A.  
"Secured Party"

By:

  
\_\_\_\_\_  
Gregory Dubnansky  
Vice President

**SCHEDULE I**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

<u>Trademark/ Service Mark</u>	<u>Serial No./ File Date</u>	<u>Registration No./ Registration Date</u>
Supreme Pilates	78/497,202 10/08/2004	3,006,763 10/11/2005
Youthful Essence by Susan Lucci and design	76/370,239 02/12/2002	2,852,460 06/15/2004