

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fitness Quest Inc.		07/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	One Detroit Center
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	a Michigan banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	78633990	AB LOUNGE
Serial Number:	78736870	AB ROM
Serial Number:	78736845	AB SUPREME
Serial Number:	78680717	BIO FORCE
Serial Number:	78699551	BOD E MOTION
Serial Number:	78736849	CARDIO ABS
Serial Number:	78729657	DURA-SOFT
Serial Number:	78699704	EZ CARE
Serial Number:	78851497	FITQUEST
Serial Number:	78851469	FIT QUEST
Serial Number:	78732366	FITNESS QUEST
Serial Number:	78699714	FLEX CORE
Serial Number:	78685752	FOCUS STRAP
Serial Number:	78634017	GAZELLE

OP \$515.00 78633990

Serial Number:	78685749	ISO-GRIP
Serial Number:	78913453	LEG MAGIC
Serial Number:	78699688	QUICK TOUCH
Serial Number:	78736836	ROCKIN' ABS
Serial Number:	78752024	UTIL-A-TABLE
Serial Number:	78579488	VALUE QUEST

CORRESPONDENCE DATA

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7349300121

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP

Address Line 1: 201 S. Division St., Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujet/
Date:	04/12/2007

Total Attachments: 7

source=FitnessQuestTM#page1.tif

source=FitnessQuestTM#page2.tif

source=FitnessQuestTM#page3.tif

source=FitnessQuestTM#page4.tif

source=FitnessQuestTM#page5.tif

source=FitnessQuestTM#page6.tif

source=FitnessQuestTM#page7.tif

AMENDED AND RESTATED TRADEMARK COLLATERAL AGREEMENT

This 31st day of July, 2006, 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, mortgages and pledges to Comerica Bank ("Comerica"), with its mailing address at One Detroit Center, Detroit, Michigan 48226, acting as administrative agent hereunder for the Secured Creditors as defined in that certain Security Agreement hereinafter defined (Comerica acting as such administrative agent and any successor or successors to Comerica 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 dated as of October 20, 2004 (as amended, restated or otherwise modified from time to time, the "Security Agreement") by and among the Debtor, the other debtors party thereto, and the Agent (executed by its predecessor as Agent, Harris Trust and Savings Bank). 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. The Agent shall not proceed with filings not in compliance with Section 8.2 of the Credit Agreement.

As permitted by Section 12.11 of the Credit Agreement, and as promptly as practicable following receipt of notice from the Debtor of the sale, disposal, termination or expiration of any trademark, trademark application or trademark license set forth on Schedule A-1 or Schedule A-2 hereto, the Agent shall execute a release of security interest in trademarks, in form and substance reasonably satisfactory to the Debtor, through which the Agent releases its security

interest in such trademark, trademark application or trademark license and the Agent shall file such release of security interest in trademarks with the United States Patent and Trademark Office. Promptly following the filing of such release of security interest in trademarks, and receipt by the Agent of the official notice of recordation from the United States Patent and Trademark Office (evidencing receipt and recordation of the release of security interest in trademarks and referencing the recordation date and reel/frame number of the recordation) (the "Release Documents"), the Agent shall provide copies of the Release Documents to Debtor.

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.

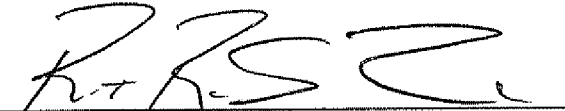
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security 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.

This Agreement amends and restates that certain Trademark Collateral Agreement dated as of October 20, 2004 (the "Original Trademark Collateral Agreement") by the Debtor for the benefit of the Agent (executed by its predecessor as Agent, Harris Trust and Savings Bank). Liens previously evidenced by the Original Trademark Collateral Agreement continue in effect under this Agreement.

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

COMERICA BANK, as Agent


By: _____
Name: _____
Title: _____

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: _____

COMERICA BANK, as Agent

By:  _____
Name: _____
Title: **MARC D. ADAMS**
DIRECTOR
COMERICA BANK
PRIVATE EQUITY GROUP

SCHEDULE A-1

U.S. TRADEMARKS AND TRADENAMES

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 (Stylized)		78633990	United States	5/20/05
*Ab Lounge	2946749	78282795	United States	8/4/03
*Ab Rom		78736870	United States	10/20/05
*Ab Squeeze	2931299	76468879	United States	11/21/02
*Ab Supreme		78736845	United States	10/20/05
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
Beautiful Bunsworker	2468160	75523176	United States	7/22/98
*Bio Force		78680717	United States	7/28/05
*Bod E Motion		78699551	United States	8/24/05
*Body Force [#]	2946750	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 Abs		78736849	United States	10/20/05
*Comform	3036606	78332320	United States	11/24/03
Corner Gym [#]	2278988	75449788	United States	3/13/98
**Crunch Ball [#]	2409596	75707694	United States	5/17/99
Crunchboard	2128320	75138923	United States	7/24/96
Cyber Slam	2465999	75448518	United States	3/11/98
**DNA Sports Nutrition	3088410	78349812	United States	1/9/04
*Dura-Soft		78729657	United States	10/10/05
*Easy Shaper	2926900	78206686	United States	1/24/03
*Easytrec	2946751	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
*Edge Fitness [#]	2278472	75413075	United States	1/2/98
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

Trademarks	Registration No.	Serial No.	Domicile	Filing Date
*EZ Care		78699704	United States	8/24/05
EZ Glider		78346829	United States	12/31/03
Firstpath	2742334	75674483	United States	4/5/99
*Fitquest		78851497	United States	3/31/06
*Fit Quest		78851469	United States	3/31/06
Fit Bag ⁺		76449052	United States	9/11/02
*Fit 1 [#]	1448703	73635582	United States	12/16/1986
Fitness Quest	1615848	73773481	United States	1/9/89
Fitness Quest		78328352	United States	11/14/03
*Fitness Quest (Stylized)		78732366	United States	10/13/05
Flexaball	2114440	7459864	United States	11/17/94
Flexball	2540059	76215157	United States	2/26/01
*Flex Core		78699714	United States	8/24/05
*Focus Strap		78685752	United States	8/4/05
*Gazelle	3021831	78329825	United States	11/19/03
*Gazelle (Stylized)		78634017	United States	5/20/05
Gazelle Edge	2730231	76303486	United States	8/23/01
Gazelle Free Style	2672921	76186802	United States	12/26/00
Gazelle Freestyle Elite	2778398	76342776	United States	11/29/01
*Gazelle Freestyle Evolution	2914888	76466206	United States	11/12/02
Gazelle Freestyle Pro	2716404	76283072	United States	7/12/01
*Gazelle Freestyle Supertrainer	2982165	78346822	United States	12/31/03
*Gazelle Freestyle Xtreme	3018630	78369956	United States	2/18/04
Gazelle Power Plus	2848979	76484752	United States	1/24/03
Gazelle Walkabout	2730232	76303487	United States	8/23/01
**Get On The Ball [#]	2014346	74612168	United States	12/19/94
Get Results	2587031	75466178	United States	4/10/98
**Healthy Dose	3107785	78419635	United States	5/17/04
Integrity	2647703	75692243	United States	4/26/99
*Iso-Grip		78685749	United States	8/4/05
**Leg Magic		78913453	United States	6/21/2006
*Lumb-Air	2979590	78331620	United States	11/21/03
Merlin, The Microwave Wizard	2402541	75519289	United States	7/15/98
Metatrim ⁺		76425208	United States	6/27/02
Multi-flex Ball	2544653	76215259	United States	2/26/01
Muscle Accelerator [#]	2355806	75402908	United States	12/10/97
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	2914769	76265698	United States	6/4/01

Trademarks	Registration No.	Serial No.	Domicile	Filing Date
Power Protein Shampoo ⁺		76279061	United States	7/2/01
*Quick Touch		78699688	United States	8/24/05 ✓
*Rock Fit	2938475	76215155	United States	2/26/01
Rock Fit Ab and Bun Toner		76310976	United States	9/10/01
*Rockin' Abs		78736836	United States	10/20/05 ✓
Sky Trec [#]	2417982	75489549	United States	5/22/98
*SkyTrec	2950175	78282829	United States	8/4/03
Slam man	2221267	75310134	United States	6/17/97
**Squeeze machine [#]	2017754	75033782	United States	12/18/95
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 Walkabout [#]	2327327	75488352	United States	5/20/98
The Workout Ball	2188409	75208706	United States	12/5/96
*Util-A-Table ⁺⁺		78752024	United States	11/11/05 ✓
*Value Quest		78579488	United States	3/3/05 ✓
**XLglider	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

[#] Denotes marks that have been or will be abandoned.

⁺ Denotes marks to be assigned to HIC pursuant to termination agreement of J.V.

⁺⁺ Denotes marks to be assigned to INO-Products upon termination of the license agreement.

* Marks updated as of May 4, 2006.

**Marks updated as of July 13, 2006