

**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>         |
| Bodybuilding.Com, LLC            |  | 06/30/2006                                 | LIMITED LIABILITY COMPANY: |
| <b>RECEIVING PARTY DATA</b>      |  |  |                            |
| <b>Name:</b>                     | Newstar Financial, Inc., as administrative agent                                     |  |                            |
| <b>Street Address:</b>           | 500 Boylston Street  |  |                            |
| <b>City:</b>                     | Boston   |  |                            |
| <b>State/Country:</b>            | MASSACHUSETTS  |  |                            |
| <b>Postal Code:</b>              | 02116  |  |                            |
| <b>Entity Type:</b>              | CORPORATION:   |  |                            |
| <b>PROPERTY NUMBERS Total: 4</b> |  |  |                            |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                           |                            |
| <b>Serial Number:</b>            | 78613044   | BODY BUILDING.COM                          |                            |
| <b>Serial Number:</b>            | 78659749   | TEENBODYBUILDING.COM                       |                            |
| <b>Serial Number:</b>            | 78613162   | ATHLETES.COM EXTREME COMPETITIVE ADVANTAGE |                            |
| <b>Serial Number:</b>            | 78635799   | M1T2                                       |                            |
| <b>CORRESPONDENCE DATA</b>       |  |  |                            |
| <b>Fax Number:</b>               | (617)227-4420  |  |                            |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                            |
| <b>Phone:</b>                    | 617-235-5322   |  |                            |
| <b>Email:</b>                    | msullivan@eapdlaw.com  |  |                            |
| <b>Correspondent Name:</b>       | Molly Sullivan   |  |                            |
| <b>Address Line 1:</b>           | 111 Huntington Avenue  |  |                            |
| <b>Address Line 2:</b>           | Edwards Angell Palmer & Dodge LLP  |  |                            |
| <b>Address Line 4:</b>           | Boston, MASSACHUSETTS 02199  |  |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 240042-0022  |  |                            |

CH \$115.00 78613044

|   |                  |
|---|------------------|
| NAME OF SUBMITTER:  | Molly Sullivan   |
| Signature:  | /Molly Sullivan/ |
| Date:   | 04/20/2007       |
| Total Attachments: 5<br>source=Untitled#page1.tif<br>source=Untitled#page2.tif<br>source=Untitled#page3.tif<br>source=Untitled#page4.tif<br>source=Untitled#page5.tif |                  |

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2006, between each of the undersigned (each, a "Grantor"), and NEWSTAR FINANCIAL, INC., acting in the capacity as administrative agent for the benefit of itself and the other Secured Parties (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of June 30, 2006 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Bodybuilding.com, LLC, a Delaware limited liability company (as successor by merger to Higher Power Merger Sub, LLC), as borrower (the "Borrower"), the guarantors party thereto (the "Guarantors", and collectively with the Borrower, the "Credit Parties"), and the Lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the Security Agreement, dated as of June 30, 2006 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantors and Administrative Agent, each Grantor granted to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral (except intent-to-use applications until such time as a verified statement of use if filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### ***Section 2. Grant of Security Interest in Trademarks***

Each Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**BODYBUILDING.COM, LLC**

By:  \_\_\_\_\_  
Name: Ryan DeLuca  
Title: Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**NEWSTAR FINANCIAL, INC.**

By: \_\_\_\_\_  
Bruce C. Catania, Managing Director

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**BODYBUILDING.COM, LLC**

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

**ADMINISTRATIVE AGENT:**

**NEWSTAR FINANCIAL, INC.**

By:  \_\_\_\_\_  
Bruce C. Catania, Managing Director


[Signature page to Trademark Security Agreement]

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**A. REGISTERED TRADEMARKS**

NONE

**B. PENDING TRADEMARKS**

| Owner                     | Trademark   | Jurisdiction  | Serial Number |
|---------------------------|---|---------------|---------------|
| Higher Power Incorporated | <b>BODYBUILDING.COM</b> and Design<br>                             | United States | 78-613,044    |
| Higher Power Inc.         | <b>TEENBODYBUILDING.COM</b><br>                                  | United States | 78-659,749    |
| Higher Power Incorporated | <b>ATHLETES.COM EXTREME COMPETITIVE ADVANTAGE</b> and Design<br> | United States | 78-613,162    |
| <b>M1T2</b>               | Abandoned <sup>1</sup>  | 78-635,799    | 05/24/05      |

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<sup>1</sup> The service mark/trademark application for "M1T2" has been abandoned. The abandonment is not yet reflected on the USPTO web site due to backlogs at the USPTO. The "M1T2" mark is subject to assignment because the abandonment of the application does not foreclose a re-filing of the application nor does it eliminate the mark's status as a common-law mark. Irrespective of the federal application/registration process, the Buyer will have common-law rights in the mark, which it could pursue in the marketplace or through the federal registration process.