

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
E&B Exercise LLC		05/11/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation (as Administrative Agent)
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1526602	SPORTLINE
Registration Number:	2492471	ZINGER
Registration Number:	3098558	WALKING SHOP
Registration Number:	3117679	GO WALKING
Registration Number:	3131593	WALKING SHOP BY SPORTLINE
Registration Number:	3167132	WALKING WORLD
Registration Number:	3213780	WALKING ADVANTAGE
Serial Number:	76624337	SPORTLINE
Serial Number:	76642830	ADVANCE PENDULUM DESIGN
Serial Number:	76642829	APD TECHNOLOGY
Serial Number:	76665147	BODY ACTIVATED
Serial Number:	76669091	APD ACCURATE
Serial Number:	76670201	ABSOLUTE CRUNCH

CH \$340.00 1526602

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Phone: 404-572-4691

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP-34th Floor

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.015022
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	05/22/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 15, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among E&B Giftware, LLC, a Delaware limited liability company ("E&B"), EB Exercise, LLC, a Delaware limited liability company ("Exercise"), and Sportline Inc., a Delaware corporation ("Sportline" and together with E&B and Exercise, each a "US Borrower" and, collectively, the "US Borrowers"), Star Case (UK) Limited (the "UK Borrower"), the other Persons party hereto that are designated as a "Credit Party", the Agent, as (i) US Agent (x) for the US Lenders (as defined therein) and for itself as a US Lender and L/C Issuer and (y) as to the US Collateral, to the extent it secures the guaranty by the US Credit Parties of the UK Obligations, for the UK Agent and the UK Lenders, and (ii) UK Agent for the UK Lenders (as defined therein) and for itself as a UK Lender, and such UK Lenders, GE Capital, as UK Security Trustee, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of

such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

E&B EXERCISE LLC

as Grantor

By: _____

Name:

Title:

FRANK KIRBY
CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: **BRIANA POLOMSKY**
Title: **DULY AUTHORIZED SIGNATORY**

E&B Exercise LLC
Trademark Security Agreement

TRADEMARK
REEL: 003547 FRAME: 0537

ACKNOWLEDGMENT OF GRANTOR

State of NEW YORK)

County of WESTCHESTER)

ss.

On this 11 day of May, 2007 before me personally appeared FRANK KIRBY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of E&B Exercise LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Mary J. Hertwig
Notary Public

MARY J. HERTWIG
NOTARY PUBLIC, STATE OF NEW YORK
No. 01HE6084010
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES NOV. 25, 2010

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Jurisdiction
SPORTLINE	76/723,725	4/21/1988	1,526,602	2/28/1989	E&B Exercise LLC	U.S.A.
ZINGER	76/128,971	9/14/2000	2,492,471	9/25/2001	E&B Exercise LLC	U.S.A.
WALKING SHOP	76/564,073	12/8/2003	3,098,558	5/30/2006	E&B Exercise LLC	U.S.A.
GO WALKING	76/594,882	6/1/2004	3,117,679	7/18/2006	E&B Exercise LLC	U.S.A.
WALKING SHOP BY SPORTLINE	76/589,992	5/3/2004	3,131,593	8/22/2006	E&B Exercise LLC	U.S.A.
WALKING WORLD	76/615,913	10/13/2004	3,167,132	11/7/2006	E&B Exercise LLC	U.S.A.
WALKING ADVANTAGE	76/615,912	10/13/2004	3,213,780	2/27/2007	E&B Exercise LLC	U.S.A.
WALKING ADVANTAGE	1256611	5/5/2005	TMA677147	11/16/2006	E&B Exercise LLC	Canada
GO WALKING	3948296	7/23/2004	3948296	11/4/2005	E&B Exercise LLC	European Union (CTM)
SPORTLINE & Design	4084521	10/21/2004	4084521	1/9/2006	E&B Exercise LLC	European Union (CTM)
WALKING SHOP BY SPORTLINE	3903821	6/28/2004	3903821	9/29/2005	E&B Exercise LLC	European Union (CTM)

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Jurisdiction
SPORTLINE	164343	3/29/1993	453344	3/2/1994	E&B Exercise LLC	Mexico
SPORTLINE	1511756	10/31/1994	1511756	9/29/1995	E&B Exercise LLC	United Kingdom
SPORTLINE	0724927	3/18/1993	TMA443005	5/19/1995	E&B Exercise LLC	Canada
GO WALKING	1222935	7/8/2004	TMA655748	12/22/2005	E&B Exercise LLC	Canada

2. TRADEMARK APPLICATIONS

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Jurisdiction
SPORTLINE	76/624,337	12/13/2004	n/a	n/a	E&B Exercise LLC	U.S.A.
ADVANCE PENDULUM DESIGN	76/642,830	7/14/2005	n/a	n/a	E&B Exercise LLC	U.S.A.
APD TECHNOLOGY	76/642,829	7/14/2005	n/a	n/a	E&B Exercise LLC	U.S.A.
BODY <small>ACRYLATE</small>	76/665,147	8/25/2006	n/a	n/a	E&B Exercise LLC	U.S.A.
APD ACCURATE	76/669,091	11/16/2006	n/a	n/a	E&B Exercise LLC	U.S.A.
ABSOLUTE CRUNCH	76/670,201	12/11/2006	n/a	n/a	E&B Exercise LLC	U.S.A.
SPORTLINE	1256610	5/5/2005	n/a	n/a	E&B Exercise LLC	Canada

Mark	Appl. #	Filing Date	Reg. #	Reg. Date	Current Owner of Record	Jurisdiction
WALKING SHOP BY SPORTLINE	1222937	7/8/2004	n/a	n/a	E&B Exercise LLC.	Canada

3. IP LICENSES

1. Merchandise License Agreement, dated April 20, 1998, between Bally Total Fitness Holding Corporation and Sports and Leisure Technology, Inc., as amended, for use of certain Bally marks in connection with the Licensed Products.
2. License Agreement, dated January 1, 2005, between Everlast Worldwide Inc. and Sports & Leisure Technology Corp. for use of the Everlast marks in connection with the Licensed Products.
3. Trademark License Agreement dated July 1, 2005 between Champion Athleticwear, a division of Sara Lee Corporation and Sportline, Inc. for use of certain C9 trademarks.
4. License Agreement for the United Kingdom and Republic of Ireland dated February 26, 2001, between Everlast Worldwide, Inc. and Sports & Leisure Technology Corp. for use of various Everlast, Everlast Choice of Champions and E (stylized) trademarks in connection with the Licensed Products.
5. License Agreement for the United States, Canada and (as amended) The Republic of South Africa dated February 26, 2001, between Everlast Worldwide, Inc. and Sports & Leisure Technology Corp., as amended, for use of various Everlast and Everlast Choice of Champions trademarks in connection with the Licensed Products.