

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BODEK AND RHODES, INC.		12/21/2007	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2794818	WEARABLES WORKOUT	
Registration Number:	3178002	ULTRACLUB	
CORRESPONDENCE DATA			
Fax Number:	(215)864-9017		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.864.8263		
Email:	larsont@ballardspahr.com		
Correspondent Name:	Troy E. Larson		
Address Line 1:	Ballard Spahr Andrews & Ingersoll, LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
ATTORNEY DOCKET NUMBER:	012983		
NAME OF SUBMITTER:	Troy E. Larson		
Signature:	/Troy E. Larson/		

CH \$65.00 2794818

Date:

12/21/2007

Total Attachments: 8

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT dated as of December 21, 2007 (this "Amendment") between BODEK AND RHODES, INC., a Pennsylvania corporation with a principal place of business at 2951 Grant Avenue, Philadelphia, Pennsylvania 19114 (the "Assignor") and PNC BANK, NATIONAL ASSOCIATION, a national banking association with a principal place of business at 1600 Market Street, Philadelphia, Pennsylvania 19103, in its capacity as agent (the "Agent") for the Lenders defined below.

W I T N E S S E T H

WHEREAS, Assignor, Agent and certain financial institutions are parties to a certain Revolving Credit, Term Loan and Security Agreement dated May 20, 1998 (as amended from time to time prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, as further security for its obligations under the Existing Credit Agreement, Assignor executed and delivered to Agent a certain Trademark Security Agreement dated May 20, 1998 (the "Trademark Security Agreement") which was recorded with the United States Department of Commerce Patent and Trademark Office on May 27, 1998 and is available at the Assignment Search Room on Reel 1731 at Frame 0850;

WHEREAS, the Existing Credit Agreement was further amended and restated by an Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as may subsequently be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Assignor, the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and Agent; and

WHEREAS, as further security for Assignor's obligations under the Credit Agreement, Assignor has agreed to deliver this Amendment to Agent.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. As used in the Trademark Security Agreement, the term "Loan Agreement" shall refer to the Credit Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Trademark Security Agreement and the Credit Agreement.

2. Amendment to Trademark Security Agreement. The Trademark Security Agreement is hereby amended by deleting Schedule A currently attached thereto and replacing it with Schedule A attached hereto which sets forth all of Assignor's Marks as of the date hereof.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of all of the Obligations, Assignor hereby:

a. reaffirms its prior grant, assignment and conveyance of a security interest pursuant to the Trademark Security Agreement and Existing Credit Agreement, provided however, Agent hereby consents to the cancellation and abandonment of the Marks set forth on Schedule B hereto; and

b. grants, assigns and conveys to Agent, for its benefit and the benefit of Lenders, a continuing security interest in Assignor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

i. each Mark listed on Schedule A attached hereto together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

ii. all products and proceeds of the foregoing, including without limitation, any claim by Assignor against third parties for past, present or future (A) infringement or dilution of any Mark, or (B) injury to the goodwill associated with any Mark.

4. Representations and Warranties. Assignor hereby represents and warrants to Agent that:

a. the Marks listed on Schedule A attached hereto constitute all active Marks owned or registered to Assignor;

b. the representations and warranties made by Assignor in the Trademark Security Agreement, Credit Agreement and Other Documents are true and correct on and as of the date of this Amendment;

c. there exists no Default or Event of Default and no such Default or Event of Default will occur as a result of the execution, delivery or performance of this Amendment;

d. the execution and delivery of this Amendment has been duly authorized by all requisite action on behalf of Assignor; and

e. this Amendment constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except to the extent the enforceability thereof may be limited by applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally and by the application of general principles of equity.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original Amendment and all of which together shall constitute one and the same Amendment.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

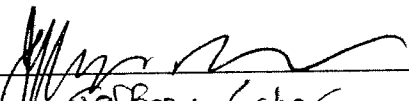
7. Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision thereof.

8. Effect. Upon the execution and delivery of this Amendment, the Trademark Security Agreement shall be and be deemed to be amended as set forth in this Amendment. All of the provisions of the Trademark Security Agreement shall remain in full force and effect as amended by this Amendment.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has duly executed this First Amendment to Trademark Security Agreement as of the date first written above.

BODEK AND RHODES, INC.

By: 
Name: Jeffrey Scher
Title: CFO

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has duly executed this First Amendment to Trademark Security Agreement as of the date first written above.

BODEK AND RHODES, INC.

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

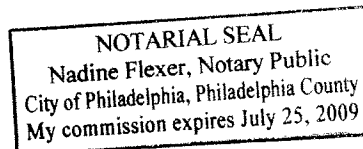
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Janeann Fehvic
Name: Janeann Fehvic
Title: VP, Team Leader

ASSIGNOR ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF :

On this 18 of December, 2007, before me personally appeared Jeffrey Scher, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of BODEK AND RHODES, INC., a Pennsylvania corporation; that s/he signed the First Amendment to Trademark Security Agreement pursuant to the authority vested in her/him by law; that said amendment the voluntary act of such corporation; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

Nadine Flexer

SCHEDULE A

TRADEMARK REGISTRATIONS

TRADEMARK	JURISDICTION	REG. NO.	REG. DATE
WEARABLES WORKOUT	USA	2794818	12/16/2003
ULTRA CLUB	USA	3178002	11/28/2006

SCHEDULE B

**CANCELLED TRADEMARK REGISTRATIONS AND
ABANDONED TRADEMARK APPLICATIONS**

Cancelled Trademark Registrations

TRADEMARK	JURISDICTION	REG. NO.	CANCEL. DATE
THE ULTRASOURCE	USA	2321889	11/25/2006
ULTRA CLUB COLLECTION	USA	3178002	11/28/2006
ULTRA CLUB COLLECTION	USA	2021043	9/8/2007
ULTRA CLUB COLLECTION	USA	1943274	9/23/2006
ULTRA CLUB COLLECTION	USA	1905076	4/15/2006
ULTRA CLUB COLLECTION	USA	1855275	6/25/2005
ULTRA CLUB COLLECTION	USA	1819505	11/7/2004
ULTRA CLUB COLLECTION	USA	2112540	8/14/2004
THE ULTRASOURCE	USA	1761814	10/04/1999

Abandoned Trademark Applications

TRADEMARK	JURISDICTION	APP. SERIAL NO.	ABANDON DATE
WEARABLES UNIVERSITY	USA	78184883	7/24/2004