



Form PTO-1594 (Rev. 08/08)
OMB Collection 0651-0027 (exp. 9/30/2008)

09-30-2008

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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RE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-25-08

1. Name of conveying party(ies):
MDC Acquisition Co.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Ohio
 Other _____
Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No
Name: UBS AG, Stamford Branch, as collateral agent
Internal
Address: _____
Street Address: 677 Washington Blvd.
City: Stamford
State: CT
Country: USA Zip: 06901
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) 09/24/2008
 Assignment Merger
 Security Agreement Change of Name
 Other Trademark Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1955558; 1957523; 2301833
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Deborah Taylor
Internal Address: c/o Latham & Watkins LLP
Street Address: 355 South Grand Avenue
City: Los Angeles
State: CA Zip: 90071
Phone Number: 213-485-1234
Fax Number: 213-891-8763
Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

9. Signature: Deborah Taylor 9-24-08
Signature Date
Deborah Taylor
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT dated as of September ~~24~~, 2008 (this "**Agreement**"), between MDC ACQUISITION CO., an Ohio corporation (the "**Grantor**") and UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the First Lien Guarantee and Collateral Agreement dated as of January 11, 2007 (as amended, restated, supplemented or otherwise modified, the "**Guarantee and Collateral Agreement**"), among Harrington Holdings, Inc. (f/k/a Harrington Acquisition Sub, Inc.), a Delaware corporation (the "**Borrower**"), Harrington Acquisition Corp., a Delaware corporation ("**Holdings**"), the Domestic Subsidiaries of Holdings from time to time party thereto and UBS AG, Stamford Branch, as Collateral Agent, and (b) the First Lien Credit Agreement dated as of January 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**"), UBS AG, Stamford Branch, as administrative agent, Collateral Agent and issuing bank (in such capacity, the "**Issuing Bank**"), UBS Securities LLC, as joint lead arranger, UBS Loan Finance LLC, as swingline lender, National City Bank, as joint lead arranger and as syndication agent, and Fifth Third Bank as documentation agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. In accordance with the terms of the Credit Agreement, the Grantor has been requested to, and the Grantor is willing to, execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other

country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any of the items described in clauses (a), (b) and (c) above arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, notwithstanding applicable anti-assignment provisions under the New York UCC.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MDC ACQUISITION CO.

By


Name: *Lurr R. Pecker*
Title: *Chief Financial Officer*

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TRADEMARK
REEL: 003861 FRAME: 0900

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

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Schedule I

Company	Trademark	Status	App. No.	Reg. No.	Country Name	Class	App. Date	Reg. Date
MDC Acquisition Co.	FITNESS WHOLESALE	Registered	74456101	1955558	U.S.	IC 042	10-Nov-1993	13-Feb-1996
MDC Acquisition Co.	THE SUPER STORE FOR FITNESS	Registered	74615128	1957523	U.S.	IC 042	27-Dec-1994	20-Feb-1996
MDC Acquisition Co.	CHALLENGE P.R.O.	Registered	75538064	2301833	U.S.	IC 028	17-Aug-1998	21-Dec-1999

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