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

9.26.08

1. Name of conveying party(ies):

MDC Acquisition Co.

- Individual(s)
- General Partnership
- Corporation- State: Ohio
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  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
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name

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 \_\_\_\_\_

10/02/2008 MJAMAL 00000060 1955558

40.00

50.00

9. Signature:

*Deborah Taylor*  
Signature

9-24-08

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

SECOND LIEN AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT dated as of September 29, 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 Second 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 Second 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 and Collateral Agent, UBS Securities LLC, as joint lead arranger, National City Bank, as joint lead arranger and as syndication agent, and Fifth Third Bank, as documentation agent. The Lenders have agreed to make loans 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.

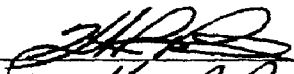
SECTION 4. *INTERCREDITOR AGREEMENT.* REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JANUARY 11, 2007 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE BORROWER, HOLDINGS, THE DOMESTIC SUBSIDIARIES OF HOLDINGS PARTY THERETO, UBS AG, STAMFORD BRANCH, AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN), AND UBS AG, STAMFORD BRANCH, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THE PROVISIONS OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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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: *Kar R. Pickett*  
Title: *Chief Financial Officer*

UBS AG, STAMFORD BRANCH, as  
Collateral Agent

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

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

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

TRADEMARK

REEL: 003864 FRAME: 0850

RECORDED: 09/26/2008