

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
EXPRESSO FITNESS CORPORATION		11/24/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	2400 HANOVER STREET
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CHARTERED BANK: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3248617	S2
Registration Number:	3216326	
Registration Number:	3216325	EXPRESSO FITNESS
Serial Number:	77559948	EXPRESSO VIRTUAL RIDE-A-THON
Serial Number:	77559940	VIRTUAL RIDE-A-THON

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 885-3038
 Email: michael.brignati@troutmansanders.com
 Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
 Address Line 1: TROUTMAN SANDERS LLP
 Address Line 2: 600 PEACHTREE STREET, N.E.
 Address Line 4: ATLANTA, GEORGIA 30308-2216

OP \$140.00 3248617

ATTORNEY DOCKET NUMBER:	220763.001005
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	11/25/2008

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 24, 2008 by and between SILICON VALLEY BANK ("Bank") and EXPRESSO FITNESS CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

As used herein, the following terms shall have the following meanings:

“Copyrights” are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

“Patents” are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

“Trademarks” are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

435 Lakeside Drive
Sunnyvale, California 94085

Attn: _____

GRANTOR:

EXPRESSO FITNESS CORPORATION

By:  _____

Title: CEO

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304

Attn: Teresa Li

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

TYSON01 379307.v1 220763-001005

TRADEMARK
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EXPRESSO FITNESS CORPORATION

435 Lakeside Drive
Sunnyvale, California 94085

By: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, California 94304

By: *TJ Li*

Title: RELATIONSHIP MANAGER

Attn: Teresa Li

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
CLOSED-LOOP POWER DISSIPATION CONTROL FOR CARDIO-FITNESS EQUIPMENT	11/766,312	06/21/2007		Assignments from inventors, John Fisher; Steve Anderes, Keith Thompson, and Joel Jensen, are missing
CARDIO-FITNESS STATION WITH VIRTUAL-REALITY CAPABILITY	11/433,778	05/11/2006	Expresso Fitness Corporation	Subject to a security interest granted in favor of Triplepoint Capital LLC on 07/17/2007 and recorded at reel 019646 frame 0982
SEAT FOR CARDIO-FITNESS EQUIPMENT	11/788,368	04/18/2007	Expresso Fitness Corporation	Subject to a security interest granted in favor of Triplepoint Capital LLC on 07/17/2007 and recorded at reel 019646 frame 0982
CLOSED-LOOP POWER DISSIPATION CONTROL FOR CARDIOFITNESS EQUIPMENT	PCT/US2007/015018	06/27/2007	Expresso Fitness Corporation	

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
S2 (Registered)	3,248,617	05/29/2007	Subject to a security interest granted in favor of Triplepoint Capital LLC on 07/17/2007 and recorded at reel 3594 frame 0178
SPARK (Abandoned)	78/595,529	03/25/2005	
Design Only (Registered)	3,216,326	03/06/2007	Subject to a security interest granted in favor of Triplepoint Capital LLC on 07/17/2007 and recorded at reel 3594 frame 0178
EXPRESSO FITNESS (Registered)	3,216,325	03/06/2007	Subject to a security interest granted in favor of Triplepoint Capital LLC on 07/17/2007 and recorded at reel 3594 frame 0178
EXPRESSO VIRTUAL RIDE-A-THON (Pending)	77/559,948	09/02/2008	
VIRTUAL RIDE-A-THON (Pending)	77/559,940	09/02/2008	

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RECORDED: 11/25/2008

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