

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		09/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77559948	EXPRESSO VIRTUAL RIDE-A-THON	
Serial Number:	77559940	VIRTUAL RIDE-A-THON	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415)591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1		
NAME OF SUBMITTER:	John D. Fredericks, Esq.		
Signature:	/John D. Fredericks, Esq./		

CH \$65.00 77559948

Date:

09/08/2009

Total Attachments: 6

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FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated September 4, 2009 by and between TriplePoint Capital LLC, a Delaware company, and Espresso Fitness Corporation, a Delaware corporation (the "Amendment").

RECITALS

- A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Espresso Fitness Corporation and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Espresso Fitness Corporation.
- B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated July 17, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.
- C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of July 17, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, (1) You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement and (2) You appointed Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, the IP Security Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to the IP Security Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution of the IP Security Agreement or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. All terms capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule C** to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS


Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

EXPRESSO FITNESS CORPORATION
By: TRIPLEPOINT CAPITAL LLC, its Attorney-in-Fact

By: 

Chief Operating Officer

TRIPLEPOINT CAPITAL LLC
By: 

Chief Operating Officer

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Expresso Fitness Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Serial Number
N/A		

PATENT APPLICATIONS

Name	Status & Date Filed	Serial Number
Cardio-Fitness Station with Virtual-Reality Capability	Pending, August 8, 2008	12/188,143
Closed-Loop Power Disipation Control For Cardio-Fitness Equipment	Pending, June 21, 2007	11/766,312
Closed-Loop Power Disipation Control For Cardio-Fitness Equipment	Pending, Nov. 5, 2007	11/935,080
Cardio Fitness Station with Biometric Monitoring and Exercise Method	Pending, June 27, 2008	60/976,589
Cardio-Fitness Station with Virtual-Reality Capability and Enhanced Riding Control	Pending, July 25, 2008	61/083,891
Cardio-Fitness Station with Virtual-Reality Capability and Chase Activity Mode	Pending, Oct. 22, 2008	61/107,649
System and Method for Revenue Sharing with a Fitness Center	Pending, Aug. 8, 2008	61/087,621

System and Method for Revenue Sharing with a Fitness Center	Pending, Sep. 30 2008	12/242,644
Exercise Equipment with a Reprogrammable Unit	Pending, Oct. 9, 2008	12/248,872
Exercise Equipment with a Reprogrammable Unit	International, Pending, Oct. 10, 2008	US08/79639
Product Registration and Software Adaptable Process for Manufacture and Assembly	Pending, Oct. 10, 2008	61/104,689
Hinge Apparatus to Facilitate Position Adjustment of Equipment	Pending, Sep. 30, 2008	12/242,680
Hinge Apparatus to Facilitate Position Adjustment of Equipment	International, Oct. 9, 2008	US08/79398
Closed-Loop Power Disipation Control for Cardio-Fitness Equipment	International, Pending June 27, 2007	US07/15018
Closed-Loop Power Disipation Control for Cardio-Fitness Equipment	Taiwan, Pending, June 28, 2007	96123457

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Espresso Fitness Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
N/A			

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
EXPRESS VIRTUAL RIDE-A-THON	September 2, 2008	77/559,948	Published for Opposition
VIRTUAL RIDE-A- THON	September 2, 2008	77/559,940	Allowed, Registration Impending

**SUPPLEMENT TO SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Espresso Fitness Corporation, as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
N/A			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
N/A		