

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
GGI HOLDINGS, LLC		09/29/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., Administrative Agent
Street Address:	2200 Ross Avenue, 8th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	3065344	BODY SUCCESS
Registration Number:	3392436	CAMBIA TU CUERPO. CAMBIA TU VIDA.
Registration Number:	3249743	CHANGE YOUR BODY. CHANGE YOUR LIFE.
Registration Number:	2668786	CHANGEYOURBODY/CHANGEYOURLIFE
Registration Number:	3222517	FOUNDATIONS OF FITNESS
Registration Number:	3643486	GGX
Serial Number:	77598747	GGX
Serial Number:	77598756	GGX
Registration Number:	3226246	GLOBAL WORKOUT
Registration Number:	1404419	GOLD'S
Registration Number:	1543662	GOLD'S
Registration Number:	1402824	GOLD'S
Registration Number:	3218085	GOLD'S GEAR
Registration Number:	1203098	GOLD'S GYM

CH \$1340.00 3065344

900147575

**TRADEMARK
 REEL: 004096 FRAME: 0084**

Registration Number:	3464136	GOLD'S GYM
Serial Number:	77709268	GOLD'S GYM
Serial Number:	77705346	GOLD'S GYM
Serial Number:	77737285	GOLD'S GYM
Registration Number:	1211211	GOLD'S GYM
Registration Number:	1214046	GOLD'S GYM
Registration Number:	2068400	GOLD'S GYM
Registration Number:	1564470	GOLD'S GYM
Registration Number:	1210685	GOLD'S GYM
Registration Number:	2053953	GOLD'S GYM
Serial Number:	77633800	GOLD'S GYM
Registration Number:	1845939	GOLD'S GYM
Registration Number:	1968266	GOLD'S GYM
Registration Number:	3316556	GOLD'S GYM
Serial Number:	77723835	GOLD'S GYM
Registration Number:	3008816	IT ALL STARTS HERE
Registration Number:	3107941	IT ALL STARTS HERE
Registration Number:	3641023	KNOW YOUR OWN STRENGTH
Serial Number:	77723850	KNOW YOUR OWN STRENGTH
Registration Number:	1835743	
Serial Number:	77633811	
Serial Number:	77737688	
Registration Number:	2062562	
Registration Number:	3249465	
Registration Number:	2068399	
Serial Number:	77705361	
Registration Number:	2096382	
Registration Number:	3473163	
Serial Number:	77737681	
Registration Number:	3296366	
Serial Number:	77723861	
Registration Number:	2002430	
Registration Number:	3124602	RESULTS FOR EVERY BODY
Registration Number:	3234849	SERIOUS FITNESS
Registration Number:	2167409	SERIOUS FITNESS

Registration Number:	2212364	SERIOUS FITNESS FOR EVERY BODY
Registration Number:	2167410	SERIOUS FITNESS FOR EVERY BODY
Registration Number:	2297838	SERIOUS FITNESS FOR EVERY BODY
Registration Number:	1312678	THE MECCA OF BODYBUILDING

CORRESPONDENCE DATA

Fax Number: (214)661-4691
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-953-6691
Email: b.k.drinkwater@bakerbotts.com
Correspondent Name: B.K. Drinkwater, c/o Baker Botts L.L.P.
Address Line 1: 2001 Ross Avenue, Suite 600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	002642.2430
NAME OF SUBMITTER:	B.K. Drinkwater
Signature:	/B.K. Drinkwater/
Date:	11/13/2009

Total Attachments: 93

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PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 2009, made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), in favor of JPMorgan Chase Bank, N.A., as the Administrative Agent, for the ratable benefit of each Secured Lender (as hereinafter defined) (the Administrative Agent, in said capacity, herein also referred to from time to time as the "Secured Party").

BACKGROUND

A. JPMorgan Chase Bank, N.A., as the Administrative Agent, Swingline Lender and Issuing Bank, the Lenders party thereto, and GGI Holdings, LLC, a Delaware limited liability company (the "Borrower"), entered into that certain Credit Agreement dated as of September 29, 2009 (as it may be amended, restated, modified or supplemented from time to time, the "Credit Agreement" and *capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement*).

B. It is the intention of the parties hereto that this Agreement create a first priority security interest in property of the Grantors in favor of the Secured Party for the ratable benefit of the Secured Lenders securing the payment and performance of the Obligations.

C. It is a condition precedent to the obligation of the Lenders to make the Loans and other Transactions contemplated by the Credit Agreement that the Grantors shall have executed and delivered this Agreement.

AGREEMENT.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Revolving Loans and Swingline Loans and to participate in the Letters of Credit and to induce the Issuing Bank to issue Letters of Credit, each Grantor hereby agrees with the Secured Party, for the ratable benefit of the Secured Lenders, as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. For purposes of this Agreement:

"Accession" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an accession (as defined in the UCC), and (whether or not included in that definition), a good that is physically united with another good in such a manner that the identity of the original good is not lost.

"Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account (as defined in the UCC), and

(whether or not included in such definition), a right to payment of a monetary obligation, whether or not earned by performance for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, and for service rendered or to be rendered, and all right, title, and interest in any returned property, together with all rights, titles, securities, and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation, and resales, and all related Liens whether voluntary or involuntary.

“Account Debtor” means (in addition to the definition assigned to such term in the UCC and whether or not included in such definition) any Person who is or who may become obligated to each Grantor under, with respect to or on account of an Account.

“Applicable Law” means in respect of any Person, all provisions of Laws applicable to such Person, and all orders and decrees of all courts and determinations of arbitrators applicable to such Person.

“Chattel Paper” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to chattel paper (as defined in the UCC), and (whether or not included in such definition), a Record or Records that evidence both a monetary obligation and a security interest in specific Goods, a security interest in specific Goods and Software used in the Goods, or a lease of specific Goods.

“Collateral” means all (a) Accounts, (b) Accessions, (c) Chattel Paper, (d) Commercial Tort Claims, including but not limited to the specific Commercial Tort Claims described on Schedule 11, (e) Deposit Accounts, (f) Documents, (g) Equipment, (h) Financial Assets, (i) General Intangibles, (j) Goods, (k) Intellectual Property, (l) Instruments, (m) Inventory, (n) Investment Property, (o) Letters of Credit, (p) Letter-of-Credit Rights, (q) Payment Intangibles, (r) Permits, (s) Securities, (t) Securities Accounts, (u) Security Entitlements, (v) Software, (w) Supporting Obligations, (x) cash and cash accounts, (y) Proceeds, (z) products, (aa) Collateral Records, (ab) Insurance, (ac) Money, (ad) Licenses referable to Trade Secret, (ae) Pledged Equity Interests, (af) Fixtures, (ag) Insurance, (ah) Licenses, (ai) Commodity Accounts and (aj) Commodity Contracts.

“Collateral Records” shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“Commercial Tort Claim” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commercial tort claim (as defined in the UCC), and (whether or not included in such definition), all claims arising in tort with respect to which the claimant (a) is an organization, or (b) an individual and the claim (i) arose in the course of the claimant’s business or profession, and (ii) does not include damages arising out of personal injury to or the death of an individual.

“Commodity Account” has the meaning assigned to such term in the UCC.

“Commodity Contract” has the meaning assigned to such term in the UCC.

“Commodity Intermediary” has the meaning assigned to such term in the UCC.

“Copyright License” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by each such Grantor or which each such Grantor otherwise has the right to license, or granting any right to each such Grantor under any Copyright now or hereafter owned by any third party, and all rights of each such Grantor under any such agreement.

“Copyrights” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction and (c) all rights to use and/or sell any of the foregoing.

“Debtor Relief Laws” means any provision of the United States Bankruptcy Code or other bankruptcy, insolvency, reorganization or similar laws of the United States or other applicable jurisdiction.

“Deposit Account” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a deposit account (as defined in the UCC), and (whether or not included in such definition), a demand, time, savings, passbook, or similar account maintained at a bank (as defined in the UCC).

“Document” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a document (as defined in the UCC), and (whether or not included in such definition), a document of title, bill of lading, dock warrant, dock receipt, warehouse receipt, or order for the delivery of Goods.

“Electronic Chattel Paper” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to electronic chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information stored in electronic medium.

“Entitlement Holder” means (in addition to the definition assigned to such term in the UCC and whether or not included in such definition) a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the UCC, such Person is the Entitlement Holder.

“Equipment” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to equipment (as defined in the UCC), and (whether or not included in such definition), all Goods other than Inventory or consumer goods, and all improvements, Accessions, or appurtenances thereto. The term Equipment shall include Fixtures.

“Financial Asset” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a financial asset (as defined in the UCC), and (whether or not included in such definition), (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, that is, or is of a type, dealt in or traded on financial markets or that is recognized in any area in which it is issued or dealt in as a medium for investment, or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a financial asset under Article 8 of the UCC. As the context requires, “Financial Asset” means either the interest itself or the means by which a Person’s claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security, or a Security Entitlement.

“Fixtures” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to fixtures (as defined in the UCC), and (whether or not included in such definition), all Goods that have become so related to particular real property that an interest in them arises under the real property Law of the state in which the real property is situated.

“General Intangible” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a general intangible (as defined in the UCC (whether or not included in such definition), all personal property, including things in action, other than Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, money, and oil, gas or other minerals before extraction.

“Goods” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to goods (as defined in the UCC), and (whether or not included in such definition), all things that are movable when a security interest attaches.

“Instrument” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an instrument (as defined in the UCC), and (whether or not included in such definition), a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary endorsement or assignment.

“Insurance” shall mean all insurance policies covering any or all of the Collateral (regardless of whether the Secured Party is the loss payee thereof).

“Intellectual Property” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to all intellectual and similar property of every kind and nature, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, Trade Secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, Software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all

additions, improvements and Accessions to, and books and records describing or used in connection with, any of the foregoing.

“Inventory” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to inventory (as defined in the UCC), and (whether or not included in such definition), Goods that (a) are leased by a Person as lessor, (b) are held by a Person for sale or lease or to be furnished under a contract of service, (c) are furnished by a Person under a contract of service, or (d) consist of raw materials, work in process, or materials used or consumed in a business, including packaging materials, scrap material, manufacturing supplies and spare parts, and all such Goods that have been returned to or repossessed by or on behalf of such Person.

“Investment Property” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to investment property (as defined in the UCC), and (whether or not included in such definition), a Security (whether certificated or uncertificated), a Security Entitlement, Securities Account, Commodity Contract, Commodity Account and Pledged Debt.

“Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of Law.

“Letter of Credit” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter of credit (as defined in the UCC).

“Letter-of-Credit Right” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter-of-credit right (as defined in the UCC), and (whether or not included in such definition), (a) a right to payment or performance under a Letter of Credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance, and (b) the right of a beneficiary to demand payment or performance under a Letter of Credit.

“License” means any Patent License, Trademark License, Copyright License, or other similar license or sublicense.

“Money” shall mean “money” as defined in the UCC.

“Nonnegotiable Certificate of Deposit” means (in addition to the definition assigned to such term in the UCC and whether or not included in such definition) all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a writing signed by a bank that (a) states on its face that it is a “certificate of deposit” (as defined in the UCC) or receipt for a book entry, (b) contains an acknowledgment that a sum of

money has been received by the bank, with an express or implied agreement that the bank will repay the sum of money, and (c) is not a negotiable Instrument.

“Patent License” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by each such Grantor or which each such Grantor otherwise has the right to license, is in existence, or granting to each such Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of each such Grantor under any such agreement.

“Patents” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Payment Intangible” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a payment intangible (as defined in the UCC), and (whether or not included in such definition), a General Intangible under which the Account Debtor’s principal obligation is a monetary obligation.

“Permit” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

“Permitted Liens” means all Liens permitted by Section 6.02 of the Credit Agreement.

“Pledged Debt” shall mean all Indebtedness owed to each Grantor, the instruments evidencing such indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

“Pledged Equity Interests” shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

“Pledged LLC Interests” shall mean, with respect to each Grantor, all interests of such Grantor in any limited liability company and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any Securities Intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

“Pledged Partnership Interests” shall mean, with respect to each Grantor, all interests of such Grantor in any general partnership, limited partnership, limited liability partnership or other

partnership and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any Securities Intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

“Pledged Stock” shall mean, with respect to each Grantor, all shares of capital stock owned by such Grantor and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any Securities Intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

“Pledged Trust Interests” shall mean, with respect to each Grantor, all interests of such Grantor in a business trust or other trust and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any Securities Intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

“Proceeds” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to proceeds (as defined in the UCC), and (whether or not included in such definition), (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of any of the Collateral, (b) whatever is collected on, or distributed on account of, any of the Collateral, (c) rights arising out of any of the Collateral, (d) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to any of the Collateral, (e) insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to any of the Collateral, and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Release Date” means the date upon which all of the Obligations are indefeasibly paid in full, the Commitments are terminated and all Letters of Credit have expired.

“Secured Lender” or “Secured Lenders” means (a) the Administrative Agent, (b) the Lenders, (c) the Issuing Bank, (d) any Affiliate of any Lender that is a party to any Swap Agreement (provided that such Lender was a Lender at the time such Swap Agreement was entered into) with any Grantor or any Subsidiary, and (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document.

“Security” means (in addition to the definition assigned to such term in the UCC and whether or not included in such definition) all right, title, and interest of each Grantor (in each

case whether now or hereafter existing, owned, arising, or acquired) in and to any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations, and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the UCC.

“Securities Account” means (in addition to the definition assigned to such term in the UCC and whether or not included in such definition) all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“Securities Intermediary” means (in addition to the definition assigned to such term in the UCC and whether or not included in such definition) (a) a clearing corporation, or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

“Security Entitlements” means (in addition to the definition assigned to such term in the UCC and whether or not included in such definition) all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to the rights and property interests as and of an Entitlement Holder with respect to a Financial Asset.

“Software” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to software (as defined in the UCC), and (whether or not included in such definition), a computer program (including both source and object code) and any supporting information provided in connection with a transaction relating to the program.

“subsidiary” means, with respect to any Person (as used in this definition, the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Supporting Obligation” shall have the meaning assigned to it in the UCC.

“Tangible Chattel Paper” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to tangible chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information that is inscribed on a tangible medium.

“Trade Secrets” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to trade secrets, all know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, materials standards, processing standards and performance standards, and all Software directly related thereto, and all Licenses or other agreements to which such Grantor is a party with respect to any of the foregoing.

“Trademark License” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, or granting to such Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Trademarks” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (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, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

“UCC” means Chapters 1, 5, 8 and 9 of the Uniform Commercial Code as in effect from time to time in the State of New York or, where applicable as to specific items or types of Collateral, any other relevant state.

1.2. Other Definitional Provisions. Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined in the Credit Agreement shall control (*provided*, that a more expansive or explanatory definition shall not be deemed a conflict).

1.3. Construction. Unless otherwise expressly provided in this Agreement or the context requires otherwise, (a) the singular shall include the plural, and *vice versa*, (b) words of a gender include the other gender, (c) monetary references are to “dollars,” (d) time references are to New York time, (e) references to “Articles,” “Sections,” “Exhibits,” and “Schedules” are to the Articles, Sections, Exhibits, and Schedules of and to this Agreement, (f) headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof, (g) references to any Person include that Person’s heirs, personal

representatives, successors, trustees, receivers, and permitted assigns, that Person as a debtor-in possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for such Person or all or substantially all of its assets, (h) references to any Law include every amendment or restatement to it, rule and regulation adopted under it, and successor or replacement for it, (i) references to a particular Loan Document include each amendment or restatement to it made in accordance with the Credit Agreement and such Loan Document, and (j) the inclusion of Proceeds in the definition of "Collateral" shall not be deemed a consent by the Secured Lenders to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms of the Credit Agreement or this Agreement. This Agreement is a Loan Document.

ARTICLE II

GRANT OF SECURITY INTEREST

2.1. Assignment and Grant of Security Interest. As security for the payment and performance, as the case may be, in full of the Obligations, each Grantor hereby assigns to, and pledges and grants to the Secured Party, for its benefit and the ratable benefit of the Secured Lenders:

(a) a security interest in the entire right, title, and interest of such Grantor in and to all property (except as otherwise set forth herein and excluding leases of real property) of such Grantor, whether now or hereafter existing, owned, arising or acquired, including but not limited to all Collateral; and

(b) such Grantor hereby grants to the Secured Party for the ratable benefit of the Secured Lenders, an irrevocable royalty-free right and license to use, upon the occurrence and during the continuance of an Event of Default, such Grantor's Intellectual Property worldwide and to enable the Administrative Agent to exercise its rights and remedies with respect to such Grantor's Collateral as the Administrative Agent reasonably deems necessary or appropriate.

2.2. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable with respect to and under all Collateral, (b) the exercise by the Administrative Agent or any Secured Lender of any of the rights hereunder shall not release any Grantor from any of its duties or obligations with respect to or under any Collateral or under this Agreement, and (c) other than as provided in this Agreement or in the other Loan Documents, neither the Administrative Agent nor any Secured Lender shall have any obligation or liability with respect to or under any Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Lender be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned or in which a security interest is granted hereunder.

2.3. Delivery of Security and Instrument Collateral. All certificates or Instruments constituting or evidencing the Collateral shall be delivered to and held by or on behalf of the Administrative Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by undated and duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Administrative Agent. If an Event

of Default exists, the Administrative Agent has the right, without notice to any Grantor, to transfer to or to register in the name of the Administrative Agent or any of its nominees any or all of such Collateral. In addition, the Administrative Agent has the right at any time, with the consent of the Borrower prior to an Event of Default, to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

2.4. Agreement With Respect to Collateral. Each Grantor and the Administrative Agent agree that to the extent that any of the Collateral may be deemed to be a Fixture as opposed to Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement, it is the intention of the Grantors and the Secured Lenders that such Collateral be deemed to be Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement and such Collateral not be deemed to be a Fixture.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties. Each Grantor represents and warrants to the Administrative Agent and each other Secured Lender with respect to itself and the Collateral owned by it that:

(a) This Agreement and the grant of the security interest pursuant to this Agreement in such Collateral create a valid first priority security interest in favor of the Secured Party for the ratable benefit of the Secured Lenders in such Collateral (subject to Permitted Liens) securing the payment and performance of the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest and such priority have been duly taken (or will be taken upon such Grantor obtaining rights in any Collateral after the date hereof) including, but not limited to, (i) the filing of UCC-1 financing statements for such Grantor, in the form delivered by such Grantor to the Administrative Agent on or prior to the Effective Date and in the filing offices listed on Schedule 1, Section (g), (ii) the granting of control to the Administrative Agent, (iii) obtaining possession, (iv) the filing of an appropriate notice with the United States Patent and Trademark Office or the United States Copyright Office or (v) delivery to and continuing possession by the Administrative Agent of all certificates evidencing the Pledged Equity Interests (together with executed stock powers); subject, however, with respect to Proceeds, to the provisions of Section 9-315 of the UCC.

(b) The execution, delivery and performance by such Grantor of this Agreement have been duly authorized by all necessary organizational action, and do not and will not (i) contravene the terms of any of such Grantor's Organization Documents or (ii) conflict with or result in any breach or contravention of, or the creation of any Lien (other than Liens arising under any of the Loan Documents) under, or require any payment to be made under (A) any contractual obligation to which such Grantor is a party or affecting such Grantor or the properties of such Grantor or any of its subsidiaries, (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Grantor or its property is subject or (C) violate any Law that is applicable to such Grantor or any of its subsidiaries.

(c) This Agreement has been, and each other Loan Document to which such Grantor is a party, when delivered hereunder, will have been duly executed and delivered by such Grantor. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, subject as to enforcement of remedies to any Debtor Relief Laws and to general equitable principles.

(d) Such Grantor has good and indefeasible title to, or a valid leasehold interest in, all of such Collateral free and clear of any Lien, except for Permitted Liens. Such Grantor has not granted a security interest or other Lien in or made an assignment of any of such Collateral (except for Permitted Liens). Such Grantor has not entered into nor is it or any of its property subject to any agreement limiting the ability of such Grantor to grant a Lien in any property of such Grantor, or the ability of such Grantor to agree to grant or not grant a Lien in any property of such Grantor. None of such Collateral is consigned Goods, subject to any agreement of repurchase, or subject to any dispute, defense, or counterclaim. No effective financing statement or other similar document used to perfect and preserve a security interest or other Lien under the Laws of any jurisdiction covering all or any part of such Collateral is on file in any recording office, except such as may have been filed (i) pursuant to this Agreement or any other Loan Document, or (ii) relating to Permitted Liens. Such Grantor has not sold any interest in any of its Accounts, Chattel Paper, promissory notes, or Payment Intangibles, or consigned any of its Goods. Other than agreements being terminated on the Effective Date, no deposit account control agreement or securities account control agreement in favor of any Person other than the Administrative Agent exists with respect to such Collateral.

(e) All of such Grantor's Pledged Equity Interests have been duly and validly issued, and such Grantor's Pledged Stock is fully paid and nonassessable. None of such Pledged Equity Interests were issued in violation of the preemptive rights of any Person or any agreement to which such Grantor or the issuer thereof is a party or such Pledged Equity Interest is subject. All capital contributions required to be made by the terms of each partnership agreement related to any of the Grantor's Pledge Partnership Interests have been made. All of such Pledged Equity Interests consisting of certificated securities have been delivered to the Administrative Agent. Other than such Pledged Partnership Interests, the Grantor's Pledged Trust Interests and the Grantor's Pledged LLC Interests constituting General Intangibles, there are no such Pledged Equity Interests other than that represented by certificated securities in the possession of the Administrative Agent. Such Pledged Equity Interests include 100% of the issued and outstanding Equity Interests of each subsidiary of such Grantor. There are no restrictions in any of such Grantor's Organization Documents governing any of such Pledged Equity Interest or any other document related thereto which would limit or restrict (i) the grant of a Lien in such Pledged Equity Interests, (ii) the perfection of such Lien, (iii) the exercise of remedies in respect of such perfected Lien in such Pledged Equity Interests as contemplated by this Agreement, or (iv) the admission of any transferee of such Collateral as a shareholder, member, partner or equity holder of the issuer of such Collateral. The Organization Documents of each issuer which is a partnership or limited partnership or limited liability company do not provide that any interest in such issuer is a security governed by Chapter 8 of the UCC and no equity interest of such issuer is evidenced by a certificate or other instrument. Such Grantor has delivered to the Administrative Agent complete and correct copies of all Organization Documents for each issuer of such Collateral. Upon the exercise of remedies in respect of such

Pledged Partnership Interests and such Pledged LLC Interests, a transferee or assignee of a partnership interest or membership interest, as the case may be, of such partnership or limited liability company, as the case may be, shall become a partner or member, as the case may be, of such partnership or limited liability company, as the case may be, entitled to participate in the management thereof and, upon the transfer of the entire interest of such Grantor, such Grantor ceases to be a partner or member, as the case may be.

(f) Schedule 1 states the exact name of such Grantor, as such name appears in its currently effective Organization Document as filed with the appropriate authority of the jurisdiction of such Grantor's organization. Schedule 1, Section (a) states the jurisdiction of organization of such Grantor. Schedule 1, Section (b) sets forth the type of entity and each other name such Grantor has had in the past five years, together with the date of the relevant change. Except as set forth in Schedule 1, Section (c), such Grantor has not changed its identity or type of entity in any way within the past five years. Changes in identity or type of entity include mergers, consolidations, acquisitions (including both equity and asset acquisitions), and any change in the form, nature, or jurisdiction of organization. Schedules 1 and 2 contain the information required by this Section as to each acquiree or constituent party to a merger, consolidation, or acquisition. Schedule 1, Section (d) states all other names (including trade, assumed, and similar names) used by such Grantor or any of its divisions or other business units at any time during the past five years. Schedule 1, Section (e) states the Federal Taxpayer Identification Number of such Grantor. Schedule 1, Section (f) states the corporate or other organizational number of such Grantor.

(g) The chief executive office of such Grantor is located at the address stated on Schedule 2, Section (a). Schedule 2, Section (b) states all locations where such Grantor maintains any books or records relating to all Accounts (with each location at which Chattel Paper, if any, is kept being indicated by an "***"). All Tangible Chattel Paper, promissory notes, and other Instruments evidencing such Accounts have been delivered and pledged to the Administrative Agent duly endorsed and accompanied by such duly executed instruments of transfer or assignment as are necessary for such pledge, to be held as pledged collateral. Schedule 2, Section (c) states all locations where such Grantor maintains any Equipment or Inventory. Schedule 2, Section (d) states all the places of business of such Grantor or other locations of the Collateral of such Grantor not identified in Schedule 2, Sections 2(a), (b), or (c). Schedule 2, Section (e) states the names and addresses of all Persons other than such Grantor who have possession of any of the Collateral or other property of such Grantor.

(h) All Accounts have been originated by such Grantor and all Inventory has been acquired by such Grantor in the ordinary course of business.

(i) Such Grantor has exclusive possession and control of the Equipment and Inventory pledged by it hereunder.

(j) Schedule 3 is a complete and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests, or other equity interest of such Grantor and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Such Grantor does not have an equity investment that represents 50% or less of the equity of the entity in which such investment was made.

(k) Schedule 4 is a complete and correct list of all promissory notes and other instruments evidencing Indebtedness held by such Grantor, including all intercompany notes and other instruments between such Grantor and any of its subsidiaries, and each such subsidiary and each other such subsidiary.

(l) Schedule 5(a) is a complete and correct list of each Trademark registration and Trademark application in which such Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of each Grantor's interest if not owned by the Grantor, the registered or applied for Trademark, the Trademark application serial and/or registration number, the date of Trademark application and/or registration, and the country of state registering the Trademark or with which the Trademark application was filed.

(m) Schedule 5(b) is a complete and correct list of each Patent in which such Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of such Grantor's interest if not owned by such Grantor, the Patent number, the date of Patent issuance, and the country issuing the Patent.

(n) Schedule 5(c) is a complete and correct list of each Patent application in which such Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner and the nature of such Grantor's interest if not owned by such Grantor, the Patent application number, the date of Patent application filing, and the country with which the Patent application was filed.

(o) Schedule 5(d) is a complete and correct list of each Copyright registration and Copyright application in which such Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of such Grantor's interest if such Grantor is not the owner, the title of the work which is the subject of the registered or applied for Copyright, the date of Copyright issuance, the registration number (if applicable) and the country issuing the Copyright or with which the Copyright application was filed.

(p) Schedule 6 is a complete and correct list of all Deposit Accounts maintained by or in which such Grantor has any interest and correctly describes the bank in which such account is maintained (including the specific branch), the street address (including the specific branch) and ABA number of such bank, the account number, and account type.

(q) Schedule 7 is a complete and correct list of all Securities Accounts in which such Grantor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Securities Intermediary maintaining the account.

(r) Schedule 8 is a complete and correct list of all Letters of Credit in which such Grantor has any interest (other than solely as an applicant) and correctly describes the bank which issued the Letter of Credit, and the Letter of Credit's number, issue date, expiry, and face amount.

(s) Except as set forth on Schedule 9, no consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required (i) for the pledge by such Grantor of the Collateral pledged by such Grantor

hereunder, for the grant by such Grantor of the security interest granted hereby, or for the execution, delivery, or performance of this Agreement by such Grantor, (ii) for the perfection or maintenance of the pledge, assignment, and security interest created hereby (including the first priority nature of such pledge, assignment, and security interest) or (iii) for the enforcement of remedies by the Administrative Agent or any other Secured Lender.

(t) Such Grantor possesses all Permits required for the operation of its business. All Permits of such Grantor have been duly authorized and obtained, and are in full force and effect, and such Grantor is in compliance in all material respects with all provisions thereof. No Permit is the subject of any pending or, to such Grantor's best knowledge, threatened challenge or revocation.

(u) Schedule 10 is a complete and correct list of all insurance policies owned by such Grantor, or for which such Grantor is a named insured, additional insured, loss payee, or beneficiary.

(v) Schedule 11 is a complete and correct list of all Commercial Tort Claims in which such Grantor has any interest, including the complete case name or style, the case number, and the court or other Governmental Authority in which the case is pending.

(w) Schedule 12 is a complete and correct list of all Commodity Accounts in which such Grantor has any interest, including the name and identification number of the account, the jurisdiction the Law which governs such account, and the name and street address of the Commodity Intermediary maintaining the account.

(x) All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by each Secured Lender, regardless of any investigation made by any Secured Lender or on their behalf and notwithstanding any Secured Lender may have had notice or knowledge of any Default at the time of any extension of credit, and shall continue in full force and effect until the Release Date.

ARTICLE IV

COVENANTS

4.1. Further Assurances.

(a) Each Grantor will, from time to time and at such Grantor's expense, promptly execute and deliver all further instruments and documents (including the delivery of certificated securities and supplements to all schedules), execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Administrative Agent may request, in order to perfect and preserve the pledge, assignment, and security interest granted or purported to be granted hereby, and take all further action that the Administrative Agent may reasonably request, in order to perfect and protect any pledge, assignment, or security interest granted or purported to be granted hereby, and the priority thereof, or to enable the Administrative Agent to exercise and enforce

the Administrative Agent's and the other Secured Lenders' rights and remedies hereunder with respect to any Collateral.

(b) In addition to such other information as shall be specifically provided for herein, each Grantor shall furnish to the Administrative Agent such other information with respect to any of the Collateral as the Administrative Agent may reasonably request.

(c) Each Grantor authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of such Grantor's Collateral without the authentication of such Grantor or any other Grantor where permitted by Law and that (i) indicate such Collateral (A) as "all assets of the Grantor/Debtor" (or words of similar effect), regardless of whether any particular asset included in such Collateral is within the scope of Article 9 of the UCC of any applicable jurisdiction or whether such assets are included in such Collateral, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by Article 9 of the UCC of any applicable jurisdiction for the sufficiency or filing office acceptance of any financing statement, continuation or amendment, including (A) whether such Grantor is an organization, the type of organization, and any organization identification number issued to such Grantor and (B) in the case of a financing statement filed as a fixture filing or indicating such Collateral to be as-extracted collateral or timber to be cut, a sufficient description of real property to which such Collateral relates. Each Grantor agrees to furnish any such information to the Administrative Agent promptly upon request. A photocopy or other reproduction of this Agreement or any financing statement covering each Grantor's Collateral or any part thereof shall be sufficient as a financing statement where permitted by Law. Each Grantor ratifies its execution and delivery of, and the filing of, any financing statement describing any of such Grantor's Collateral which was filed prior to the date of this Agreement.

(d) Each Grantor shall pay promptly when due all taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, such Grantor's Collateral except such taxes, assessments and governmental charges or levies as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP.

(e) Each Grantor will not, and will not permit any Person to, revise, modify, amend, or restate the Organization Documents of any Person the Equity Interests in which is Pledged Equity Interests in a manner that adversely affects the security interest of the Secured Party therein except as permitted by the Credit Agreement, or terminate, cancel, or dissolve any such Person except as permitted by the Credit Agreement.

(f) Each Grantor shall cooperate to determine what may or shall be required to satisfy the Laws or regulations throughout the world with respect to the recordation and validation of the license of such Grantor's Intellectual Property, or otherwise to render this Agreement and the Intellectual Property effective, and shall execute all documents which may be necessary or desirable to implement this subsection, including registered user statements or other documents suitable for filing with the appropriate Governmental Authorities.

4.2. Place of Perfection; Records; Collection of Accounts, Chattel Paper and Instruments.

(a) No Grantor shall change the jurisdiction of its organization from the jurisdiction specified in Schedule 1, Section (a), its type of entity from the type of entity specified in Schedule 1, Section (a), or its name from the name specified in Schedule 1, unless such Grantor has delivered to the Administrative Agent 15 days' prior written notice and taken such actions as the Administrative Agent may reasonably require with respect to such change. Each Grantor shall keep its chief executive office at the address specified in Schedule 2, Section (a), and the office where it keeps its Records concerning its Accounts, and the originals of all of its Chattel Paper and Instruments, at the address specified in Schedule 2, Section (b), unless such Grantor has delivered to the Administrative Agent 15 days' prior written notice and taken such actions as the Administrative Agent may reasonably require with respect to such change. Each Grantor will hold and preserve such Records and Chattel Paper and Instruments and will permit representatives of the Administrative Agent at any time during normal business hours to inspect and make abstracts from and copies of such Records and Chattel Paper and Instruments. Each Grantor shall bear all costs associated with (a) each inspection that occurs during the existence of a Default or Event of Default, and (b) one inspection in each calendar year if no Default or Event of Default exists during such inspection, such costs being part of the Obligations and payable in accordance with Section 5.6.

(b) Except as otherwise provided in this Section 4.2(b), each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor under its Accounts, Chattel Paper, and Instruments. In connection with such collections, each Grantor may take (and, at the Administrative Agent's direction, shall take) such action as each such Grantor or the Administrative Agent may deem necessary or advisable to enforce collection of its Accounts, Chattel Paper, and Instruments; *provided, however*, that the Administrative Agent shall have the right, if an Event of Default exists and is continuing, without notice to any Grantor, to notify the Account Debtors or obligors under any Accounts, Chattel Paper, and Instruments of the assignment of such Accounts, Chattel Paper, and Instruments to the Administrative Agent and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to each Grantor thereunder directly to the Administrative Agent and, at the expense of each Grantor, to enforce collection of any such Accounts, Chattel Paper, and Instruments, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as each Grantor might have done or as the Administrative Agent deems appropriate. If any Event of Default has occurred and is continuing and upon notice to the Borrower and the applicable Grantor, all amounts and Proceeds (including Instruments) received by each Grantor in respect of its Accounts, Chattel Paper, and Instruments shall be received in trust for the benefit of the Administrative Agent hereunder, shall be segregated from other funds and property of such Grantor and shall be forthwith paid or delivered over to the Administrative Agent in the same form as so received (with any necessary endorsement) to be held as cash collateral, thereafter to be applied as provided in the Credit Agreement. Each Grantor shall not adjust, settle, or compromise the amount or payment of any of its Accounts, Chattel Paper, or Instruments, release wholly or partly any of its Account Debtors or obligors thereof, or allow any credit or discount thereon, except in the ordinary course of business.

4.3. Chattel Paper and Instruments.

(a) Upon written request by the Administrative Agent, each Grantor will: (i) mark conspicuously each of its Tangible Chattel Papers and each of its Records pertaining to any Collateral with the following legend:

THIS *[INSTRUMENT]*[OTHER RECORD]* IS SUBJECT TO THE SECURITY INTEREST AND LIEN PURSUANT TO THE PLEDGE AND SECURITY AGREEMENT DATED SEPTEMBER 29, 2009 (AS THE SAME MAY BE MODIFIED OR RESTATED) MADE BY *[GRANTOR]*, IN FAVOR OF JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT.

or such other legend, in form and substance satisfactory to and as specified by the Administrative Agent, indicating that such Tangible Chattel Paper or Collateral is subject to the pledge, assignment, and security interest granted hereby; and (ii) if any such Grantor's Collateral shall be or be evidenced by a promissory note or other Instrument or be Tangible Chattel Paper, deliver and pledge to the Administrative Agent hereunder such promissory note, Instrument, or Chattel Paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Administrative Agent.

(b) Upon written request of the Administrative Agent, each Grantor will take all actions necessary to establish in the Administrative Agent control (as that term is defined in the UCC) with respect to all of such Grantor's Electronic Chattel Paper.

4.4. Deposit Accounts, Securities Accounts and Letter-of-Credit Rights. Upon and during the continuance of an Event of Default, each Grantor shall provide prior written notice that it intends to establish or maintain any (a) Deposit Account or similar bank account not listed on Schedule 6, (b) Securities Account not listed on Schedule 7 or (c) any Commodity Account not listed on Schedule 12, and, upon written request of the Administrative Agent, such Grantor shall execute and deliver to the Administrative Agent assignments of each Deposit Account, Securities Account and Commodities Account in such form as the Administrative Agent may reasonably request, and cause the bank, Securities Intermediary or Commodity Intermediary, as appropriate, in which such account will be maintained, to deliver to the Administrative Agent acknowledgments of the assignment of such account in form and substance satisfactory to the Administrative Agent, and take all actions necessary to establish in the Administrative Agent control (as that term is defined in the UCC) with respect to such Deposit Account, Securities Account or Commodity Account. Upon written request by the Administrative Agent, each Grantor will take all actions necessary to establish in the Administrative Agent control (as that term is defined in the UCC) with respect to each Deposit Account, Securities Account, Commodity Account, Letter of Credit and Letter-of-Credit Right of such Grantor. Each Grantor shall not obtain or maintain any interest in any Securities Entitlement other than Securities Entitlements held in and subject to a Securities Account described in Schedule 7 or with respect to which such Grantor has complied with this Section 4.4. Each Grantor shall not obtain or maintain any interest in any Commodity Contract other than Commodity Contracts held in and subject to a Commodity Account described in Schedule 12 or with respect to which such Grantor has complied with this Section 4.4.

4.5. Equipment. Each Grantor shall cause its Equipment to be maintained and preserved in the same condition, repair, and working order as when new, ordinary wear and tear excepted, and shall forthwith, or in the case of any loss or damage to any of such Equipment as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

4.6. Patents, Trademarks, and Copyrights.

(a) Each Grantor shall ensure that an acknowledgment (approved in form and substance by the Administrative Agent) containing a description of all Collateral of such Grantor consisting of Intellectual Property shall have been received and recorded by the United States Patent and Trademark Office within two months after the execution of this Agreement with respect to United States Patents and Trademarks and received and recorded by the United States Copyright Office within two months after the execution of this Agreement with respect to United States registered Copyrights pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205, and otherwise, upon written request by the Administrative Agent, pursuant to the Laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid, and perfected security interest in favor of the Secured Party in respect of all such Collateral consisting of Patents, Trademarks, and Copyrights in which a security interest may be perfected by filing, recording, or registration in the United States and its territories and possessions, or in such other jurisdictions as may be required by the Administrative Agent, and no further or subsequent filing, refiling, recording, rerecording, registration, or reregistration is necessary (other than such actions as are necessary to perfect the security interest with respect to any such Collateral consisting of Patents, Trademarks, and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(b) No Grantor (either itself or through licensees or sublicensees) will do any act, or omit to do any act, whereby any Patent may become invalidated or dedicated to the public, and each Grantor shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable law.

(c) Each Grantor (either itself or through licensees or sublicensees) will, for each of its Trademarks, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use; (ii) maintain the quality of products and services offered under such Trademark; (iii) display such Trademark with notice of United States federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law; and (iv) not use or permit the use of such Trademark in violation of any third party rights.

(d) Each Grantor (either itself or through licensees or sublicensees) will, for each work covered by a Copyright of such Grantor, continue to publish, reproduce, display, adopt, and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable law.

(e) Each Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any of its Patents, Trademarks, or Copyrights may become abandoned, lost, or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction) regarding such Grantor's ownership of any Patent, Trademark, or Copyright, its right to register the same, or to keep and maintain the same.

(f) In no event shall any Grantor, either itself or through any agent, employee, licensee, or designee, file an application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction, unless it informs the Administrative Agent within 5 Business Days of such filing, and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Secured Lenders' security interest in such Patent, Trademark, or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes.

(g) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any other jurisdiction as may be required by the Administrative Agent, to maintain and pursue each application relating to its Patents, Trademarks, and/or Copyrights (and to obtain the relevant grant or registration), and to maintain each such issued Patent and each registration of such Trademarks and Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference, and cancellation proceedings against third parties.

(h) If any Grantor has reason to believe that any of its Collateral consisting of a Patent, Trademark, or Copyright has been or is about to be infringed, misappropriated, or diluted by a third party, each such Grantor shall promptly notify the Administrative Agent and shall, if consistent with good business judgment, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(i) If an Event of Default exists, each Grantor shall use commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each of its Copyright Licenses, Patent Licenses, or Trademark Licenses to effect the assignment of all of such Grantor's right, title, and interest thereunder to the Administrative Agent or its designee.

(j) In no event shall any Grantor acquire or purchase any Patent, Trademark, or Copyright unless it informs the Administrative Agent within 5 Business Days of such purchase or acquisition, and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents, and papers as the Administrative Agent may request to

evidence the Secured Lenders' security interest in such purchased or acquired Patent, Trademark, or Copyright. Each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file any application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any other jurisdiction as may be required by the Administrative Agent, in connection with such purchase or acquisition of such Patent, Trademark, or Copyright.

(k) The parties acknowledge and agree that the Intellectual Property is the sole and exclusive property of the Grantors, subject to the terms and conditions stated in this Agreement. Other than in connection with any security interest in the Intellectual Property that the Grantors have granted to the Secured Party, or any rights and remedies of the Secured Lenders under any Laws, the Administrative Agent shall not challenge the Grantors' ownership of the Intellectual Property. The Grantors expressly retain all rights, prior to the occurrence of an Event of Default, to license third parties to use the Intellectual Property for any purpose whatsoever not in violation of the Loan Documents and which are not exclusive as to prevent the Administrative Agent from using any of the Intellectual Property.

(l) The license granted to the Administrative Agent hereunder shall include the right of the Administrative Agent to grant sublicenses to others to use the Intellectual Property if an Event of Default exists, and to enable such sublicensees to exercise any rights and remedies of the Secured Lenders with respect to the Collateral, as the Administrative Agent reasonably deems necessary or appropriate in the exercise of the rights and remedies of the Secured Lenders. In any country where sublicenses are incapable of registration or where registration of a sublicense will not satisfactorily protect the rights of each Grantor and the Administrative Agent, the Administrative Agent shall also have the right to designate other parties as direct licensees of each such Grantor to use the Intellectual Property if an Event of Default exists and to enable such direct licensees to exercise any rights and remedies of the Secured Lenders as such licensees reasonably deem necessary or appropriate and each such Grantor agrees to enter into direct written licenses with the parties as designated on the same terms as would be applicable to a sublicense, and any such direct license may, depending on the relevant local requirements, be either (a) *in lieu* of a sublicense or (b) supplemental to a sublicense. In either case, the parties hereto shall cooperate to determine what shall be necessary or appropriate in the circumstances. For each sublicense to a sublicensee and direct license to a licensee, each Grantor appoints the Administrative Agent its agent for the purpose of exercising quality control over the sublicensee. Each Grantor shall execute this Agreement in any form, content and language suitable for recordation, notice and/or registration in all available and appropriate agencies of foreign countries as the Administrative Agent may require.

(m) In connection with the assignment or other transfer (in whole or in part) of its obligations to any other Person, the Administrative Agent may assign the license granted herein without the Grantors' consent and upon such assignment or transfer such other Person shall thereupon become vested with all rights and benefits in respect thereof granted to the Administrative Agent under this Agreement (to the extent of such assignment or transfer).

(n) The parties hereto shall take reasonable action to preserve the confidentiality of the Intellectual Property; *provided* that the Administrative Agent shall not have any liability to

any Person for any disclosure of the Intellectual Property upon and after any realization upon any Collateral.

(o) With respect to each franchisee of any Grantor who has been granted a license or other right to use any Intellectual Property of such Grantor, such Grantor shall cause to be maintained, at all times that such franchisee has any right to use such Intellectual Property, an effective license agreement between such Grantor and such franchisee.

4.7. Rights to Dividends and Distributions. With respect to any certificates, bonds, or other Instruments or Securities constituting a part of the Collateral, the Administrative Agent shall have authority if an Event of Default exists and is continuing, either to have the same registered in the Administrative Agent's name or in the name of a nominee, and, with or without such registration, to demand of the issuer thereof, and to receive and receipt for, any and all dividends (including any stock or similar dividend or distribution) payable in respect thereof, whether they be ordinary or extraordinary. The Administrative Agent shall send to the respective Grantor notice of the Administrative Agent's election to take any action described in the preceding sentence; *provided* that any failure of such Grantor to receive any such notice shall not invalidate any action taken by the Administrative Agent or impair any of its rights. If any Grantor shall become entitled to receive or shall receive any interest in or certificate (including, without limitation, any interest in or certificate representing a dividend or a distribution in connection with any reclassification, increase, or reduction of capital, or issued in connection with any reorganization), or any option or rights arising from or relating to any of its Collateral, whether as an addition to, in substitution of, as a conversion of, or in exchange for any of its Collateral, or otherwise, such Grantor agrees to accept the same as the Administrative Agent's agent and to hold the same in trust on behalf of and for the benefit of the Administrative Agent, and to deliver the same immediately to the Administrative Agent in the exact form received, with appropriate undated stock or similar powers, duly executed in blank, to be held by the Administrative Agent, subject to the terms hereof, as Collateral. Unless an Event of Default exists, each Grantor shall be entitled to receive all cash dividends and distributions paid in respect of any of its Collateral (subject to the restrictions of any other Loan Document). The Administrative Agent shall be entitled to all dividends and distributions, and to any sums paid upon or in respect of any Collateral, upon the liquidation, dissolution, or reorganization of the issuer thereof which shall be paid to the Administrative Agent to be held by it as additional collateral security for and application to the Obligations at the discretion of the Administrative Agent. All dividends paid or distributed in respect of Collateral which are received by any Grantor in violation of this Agreement shall, until paid or delivered to the Administrative Agent, be held by such Grantor in trust as additional Collateral for the Obligations.

4.8. Right of Administrative Agent to Notify Issuers. If an Event of Default exists and is continuing and at such other times as the Administrative Agent is entitled to receive dividends and other property in respect of or consisting of any Collateral which is or represents an equity or ownership interest in any Person ("Securities Collateral"), the Administrative Agent may notify issuers of the Securities Collateral to make payments of all dividends and distributions directly to the Administrative Agent and the Administrative Agent may take control of all Proceeds of any such Securities Collateral. Until the Administrative Agent elects to exercise such rights, if an Event of Default exists, each Grantor, as agent of the Administrative Agent, shall collect and

segregate all dividends and other amounts paid or distributed with respect to the Securities Collateral.

4.9. Insurance. Each Grantor shall, at its own expense, maintain insurance in accordance with the terms set forth in the Credit Agreement. All such policies of insurance insuring any Equipment and Inventory shall be written for the benefit of the Administrative Agent for itself and the other Secured Lenders and each Grantor, as their interests may appear, and shall provide for at least thirty Business Days' prior written notice of cancellation to the Administrative Agent. Notwithstanding the evidence of such insurance delivered by each Grantor prior to, or on, the Effective Date pursuant to the terms of Section 4 of the Credit Agreement, each Grantor shall promptly furnish to the Administrative Agent evidence of any insurance not delivered pursuant to Section 4 of the Credit Agreement in form and content satisfactory to the Administrative Agent. If any Grantor fails to perform or observe any applicable covenants as to insurance, the Administrative Agent may at its option obtain insurance on only the Secured Lenders' interest in any Equipment and Inventory, any premium thereby paid by the Administrative Agent to become part of the Obligations, bear interest at the rate set forth in Section 2.12(c)(ii) of the Credit Agreement. If the Administrative Agent maintains such substitute insurance, the premium for such insurance shall be due on demand and payable by the applicable Grantor to the Administrative Agent. Each Grantor grants and appoints the Administrative Agent its attorney-in-fact to, if an Event of Default exists, endorse any check or draft that may be payable to each such Grantor in order to collect any payments in respect of insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any policy of insurance. Any such sums collected by the Administrative Agent shall be credited, except to the extent applied to the purchase by the Administrative Agent of similar insurance, to any amounts then owing on the Obligations in accordance with the Credit Agreement.

4.10. Transfers and Other Liens. No Grantor shall (a) sell, assign (by operation of Law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as permitted under the Credit Agreement and the other Loan Documents or (b) create or permit to exist any Lien, option, or other charge or encumbrance upon or with respect to any of the Collateral, except for Permitted Liens.

4.11. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Administrative Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to take any action and to execute any instrument which the Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation (*provided* that the actions listed in each clause below other than the obtainment and adjustment of insurance may only be taken or exercised if an Event of Default exists):

(a) to obtain and adjust insurance required to be paid to the Administrative Agent pursuant to Section 4.11;

(b) to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;

(c) to receive, indorse, and collect any drafts or other Instruments, Documents, and Chattel Paper, in connection therewith; and

(d) to file any claims or take any action or institute any proceedings which the Administrative Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Collateral or the rights of the Administrative Agent with respect to any of the Collateral. **EACH GRANTOR HEREBY IRREVOCABLY GRANTS TO THE ADMINISTRATIVE AGENT EACH SUCH GRANTOR'S PROXY (EXERCISABLE IF AN EVENT OF DEFAULT EXISTS) TO VOTE ANY SECURITIES COLLATERAL AND APPOINTS THE ADMINISTRATIVE AGENT EACH SUCH GRANTOR'S ATTORNEY-IN-FACT TO PERFORM ALL OBLIGATIONS OF SUCH GRANTOR UNDER THIS AGREEMENT AND TO EXERCISE ALL OF THE ADMINISTRATIVE AGENT'S AND EACH OTHER SECURED LENDER'S RIGHTS HEREUNDER. THE PROXY AND EACH POWER OF ATTORNEY HEREIN GRANTED, AND EACH STOCK POWER AND SIMILAR POWER NOW OR HEREAFTER GRANTED (INCLUDING ANY EVIDENCED BY A SEPARATE WRITING), ARE COUPLED WITH AN INTEREST AND ARE IRREVOCABLE PRIOR TO FINAL INDEFEASIBLE PAYMENT IN FULL OF THE OBLIGATIONS.**

4.12. Dilution of Ownership. As to any Pledged Equity Interests, no Grantor will consent to or approve of the issuance of (a) any additional shares of any class of Equity Interests of such issuer (unless immediately upon issuance such additional Equity Interests are pledged and delivered to the Administrative Agent pursuant to the terms hereof to the extent necessary to give the Secured Party a security interest after such issuance in at least the same percentage of such issuer's outstanding securities or other equity interest as the Secured Party had before such issuance), (b) any instrument convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such securities or other equity interests, or (c) any warrants, options, contracts or other commitments entitling any third party to purchase or otherwise acquire any such securities or other equity interests.

4.13. Waiver. To the extent not prohibited by Applicable Law, each Grantor agrees that any provision of any Organization Document of any issuer of any its Collateral, any Applicable Law, any certificate or instrument evidencing its Collateral or any other governance document that in any manner restricts, prohibits or provides conditions to (a) the grant of a Lien on any interest in such issuer or any other such Collateral, (b) any transfer of any interest in such issuer or any other such Collateral, (c) any change in management or control of such issuer or any other such Collateral, (d) the admission of any transferee of any such Collateral as a shareholder, member, partner or other equity holder of the issuer of such Collateral or (e) any other exercise by any Secured Lender of any rights pursuant to this Agreement, any other Loan Document or Law; *provided* that the foregoing shall not apply to (i) the grant of any Lien hereunder, (ii) the execution, delivery and performance of this Agreement by such Grantor, or

(iii) the foreclosure or other realization upon any interest in any such Collateral. Furthermore, each Grantor will not permit any amendment to or restatement of any Organization Document or any other governance document or enter into or permit to exist any agreement that in any manner adversely affects the Administrative Agent's ability to foreclose on any of such Grantor's Collateral or which conflicts with the provisions of this Section 4.15 without the prior written consent of the Administrative Agent.

4.14. Restrictions on Securities. No Grantor will enter into any agreement creating, or otherwise permit to exist, any restriction or condition upon the transfer, voting or control of any Pledged Equity Interest, except as consented to in writing by the Administrative Agent. No issuer of any Pledged Equity Interest, which is either a partnership or limited liability company, shall amend or restate its partnership agreement or certificate of organization or operating agreement, respectively, or other governance document, to provide that any Equity Interest of such issuer is a security governed by Article 8 of the UCC or permit any Equity Interest of such issuer to be evidenced by a certificate or other instrument.

ARTICLE V

RIGHTS AND POWERS OF THE SECURED LENDERS.

5.1. Administrative Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be payable by each such Grantor under Section 5.6.

5.2. Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect the Secured Lenders' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by the Secured Lenders hereunder, neither the Administrative Agent nor any other Secured Lender shall have any duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relative to any Collateral, whether or not the Administrative Agent or any other Secured Lender has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own property. Except as provided in this Section 5.2, neither the Administrative Agent nor any other Secured Lender shall have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto. Nothing contained in this Agreement shall be construed as requiring or obligating the Administrative Agent or any other Secured Lender, and neither the Administrative Agent nor any other Secured Lender shall be required or obligated, to (a) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (b) notify any Grantor of any decline in the value of any Collateral.

5.3. Remedies. If an Event of Default exists:

(a) The Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it or any other Secured Lender pursuant to any Applicable Law, all the rights and remedies of a secured party on default under the UCC in effect in the State of New York at that time (whether or not the UCC applies to the affected Collateral), and also may require each Grantor to, and each Grantor will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the Collateral as directed by the Administrative Agent and make it available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by Law, ten days' prior written notice to each Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of any Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied as set forth in Section 7.02 of the Credit Agreement.

(c) All payments received by each Grantor under or in connection with any Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of each such Grantor, and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary endorsement).

(d) Because of the Securities Act of 1933, as amended ("Securities Act"), and other Laws, including without limitation state "blue sky" Laws, or contractual restrictions or agreements, there may be legal restrictions or limitations affecting the Administrative Agent in any attempts to dispose of any Collateral and the enforcement of rights under this Agreement. For these reasons, the Administrative Agent is authorized by each Grantor, but not obligated, if any Event of Default exists, to sell or otherwise dispose of any of such Grantor's Collateral at private sale, subject to an investment letter, or in any other manner which will not require such Collateral, or any part thereof, to be registered in accordance with the Securities Act, or any other Law. The Administrative Agent is also hereby authorized by each Grantor, but not obligated, to take such actions, give such notices, obtain such consents, and do such other things as the Administrative Agent may deem required or appropriate under the Securities Act or other Laws (relating to securities or otherwise) or contractual restrictions or agreements in the event of a sale or disposition of any of such Grantor's Collateral. Each Grantor understands that the Administrative Agent may in its discretion approach a restricted number of potential purchasers and that a sale under such circumstances may yield a lower price for such Grantor's Collateral than would otherwise be obtainable if same were registered and/or sold in the open market. No sale so made in good faith by the Administrative Agent shall be deemed to be not "commercially

reasonable” because so made. Each Grantor agrees that if an Event of Default exists, and the Administrative Agent sells the Grantor’s Collateral or any portion thereof at any private sale or sales, the Administrative Agent shall have the right to rely upon the advice and opinion of appraisers and other Persons, which appraisers and other Persons are acceptable to the Administrative Agent, as to the best price reasonably obtainable upon such a private sale thereof. In the absence of actual fraud, such reliance shall be prima facie evidence that the Administrative Agent and the other Secured Lenders handled such matter in a commercially reasonable manner under Applicable Law.

(e) If the Administrative Agent shall determine to exercise its right to sell any or all of the Collateral, and if in the opinion of counsel for the Administrative Agent it is necessary, or if in the reasonable opinion of the Administrative Agent it is advisable, to have the Collateral or that portion thereof to be sold, registered under the provisions of the Securities Act, each Grantor will, to the fullest extent it has the capability to do so, cause the issuers of the Collateral contemplated to be sold to execute and deliver, and cause the directors and officers of each thereof to execute and deliver, all at such Grantor’s expense, all such instruments and documents, and to do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Administrative Agent, advisable to register the Collateral or that portion thereof to be sold, under the provisions of the Securities Act and to cause the registration statement relating thereto to become effective and to remain effective for such period as the Administrative Agent may deem appropriate to facilitate the sale or other disposition of such Collateral from the date of the first public offering of such Collateral or that portion thereof to be sold, and to make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act. Each Grantor shall use its best efforts to cause each issuer of Collateral to comply with the provisions of the securities or “blue sky” Laws of any jurisdiction which the Administrative Agent shall designate and to cause each issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of the Securities Act and applicable “blue sky” Laws.

(f) After notice to each Grantor, the Administrative Agent and such Persons as the Administrative Agent may reasonably designate shall have the right, at such Grantor’s own cost and expense, to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition, and status of, or any other matter relating to, the Grantor’s Collateral, including, in the case of its Accounts or Collateral in the possession of any third person, by contacting its Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any other Secured Lender.

(g) For purposes of enabling the Secured Lenders to exercise rights and remedies under this Agreement, each Grantor grants (to the extent not otherwise prohibited by a license with respect thereto) to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor or any other Person, *provided* that if the license granted to the Administrative Agent is a sublicense, each Grantor shall be solely responsible for, and indemnify the Administrative Agent against, any royalty or other compensation payable to such Grantor’s licensor or other Person) to use all of

such Grantor's Software, and including in such license reasonable access to all media in which any of the licensed items may be recorded and all related manuals.

(h) For the purpose of enabling the Secured Lenders to exercise rights and remedies under this Agreement, each Grantor grants (to the extent not otherwise prohibited by a license with respect thereto) to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor or any other Person) to use, license, or sub-license any of the Grantor's Collateral consisting of Intellectual Property and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all Software used for the use, compilation, or printout thereof. In connection therewith, each Grantor shall execute and deliver a license agreement to the Administrative Agent to evidence the grant of such license, in form and substance reasonably satisfactory to the Administrative Agent. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, if an Event of Default exists; *provided* that any license, sub-license, or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon such Grantor notwithstanding any subsequent cure of an Event of Default.

5.4. Appointment of Receiver or Trustee. In connection with the exercise of the Secured Lenders' rights under this Agreement or any other Loan Document, the Administrative Agent may, if an Event of Default exists resulting in the acceleration of any of the Obligations or following any Loan Party's failure to pay any of the Obligations at maturity, obtain the appointment of a receiver or trustee to assume, upon receipt of all necessary judicial or other Governmental Authority consents or approvals, control of or ownership of any Permits. Such receiver or trustee shall have all rights and powers provided to it by Law or by court order or provided to the Administrative Agent under this Agreement or any other Loan Document. Upon the appointment of such trustee or receiver, each Grantor shall cooperate, to the extent necessary or appropriate, in the expeditious preparation, execution, and filing of an application to any Governmental Authority or for consent to the transfer of control or assignment of such Grantor's Permits to the receiver or trustee.

5.5. Further Approvals Required.

(a) In connection with the exercise by the Administrative Agent of rights under this Agreement that affect the disposition of or use of any Collateral, it may be necessary to obtain the prior consent or approval of Governmental Authorities and other Persons to a transfer or assignment of such Collateral. In connection with the exercise by the Administrative Agent or any other Secured Lender of its rights relating to the disposition of or operation under any Permit, it may be necessary to obtain the prior consent or approval of other Governmental Authority, or other Persons to the exercise of rights with respect to such Collateral. If an Event of Default exists, each Grantor shall execute, deliver, and file, and hereby appoints (to the extent not prohibited by Applicable Law) the Administrative Agent as its attorney-in-fact, to execute, deliver, and file on such Grantor's behalf and in such Grantor's name, all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be necessary or appropriate, in the Administrative Agent's opinion, to obtain such consents or approvals. Each Grantor shall use its best efforts to obtain such consents or approvals if a Default or Event of

Default exists. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.5(a) and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 5.5(a) may be specifically enforced.

(b) Each Grantor shall, if an Event of Default exists, execute, deliver, and file, and hereby appoints the Administrative Agent as its attorney-in-fact, to, if an Event of Default exists, execute, deliver, and file on such Grantor's behalf and in such Grantor's name, all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be reasonably necessary or appropriate, in the Administrative Agent's opinion, to obtain such consents, waivers, or approvals. Each Grantor shall use its best efforts to obtain the foregoing consents, waivers, and approvals, including receipt of consents, waivers, and approvals under applicable agreements prior to a Default or Event of Default. Each Grantor acknowledges that there is no adequate remedy at Law for failure by it to comply with the provisions of this Section 5.5(b) and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 5.5(b) may be specifically enforced.

5.6. INDEMNITY AND EXPENSES

(a) EACH GRANTOR SHALL INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) THE SECURED LENDERS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) GROWING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), EXPRESSLY INCLUDING SUCH CLAIMS, LOSSES, OR LIABILITIES ARISING OUT OF MERE NEGLIGENCE OF ANY SECURED LENDER, EXCEPT CLAIMS, LOSSES, OR LIABILITIES RESULTING FROM ANY SECURED LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) EACH GRANTOR WILL UPON DEMAND PAY TO EACH SECURED LENDER THE AMOUNT OF ANY AND ALL REASONABLE EXPENSES, INCLUDING THE REASONABLE FEES AND EXPENSES OF ITS COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH SUCH SECURED LENDER MAY INCUR IN CONNECTION WITH (I) THE ADMINISTRATION OF THIS AGREEMENT, (II) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY OF THE COLLATERAL, (III) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF ANY SECURED LENDER HEREUNDER, OR (IV) THE FAILURE BY ANY GRANTOR TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF.

ARTICLE VI

MISCELLANEOUS

6.1. Maximum Liability. Anything in this Agreement to the contrary notwithstanding, the obligations of each Grantor (other than Borrower) hereunder shall be limited to a maximum

aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable Law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of such Grantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Grantor in respect of intercompany Indebtedness to other Loan Parties or Affiliates of other Loan Parties to the extent that such Indebtedness would be discharged in an amount equal to the amount paid or property conveyed by such Grantor under the Loan Documents) and after giving effect as to assets, subject to Section 6.2, to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation or contribution of such Grantor pursuant to (a) Applicable Law or (b) any agreement providing for an equitable allocation among each Grantor and other Loan Parties of obligations arising under the Loan Documents.

6.2. Waiver of Subrogation. No Grantor shall assert, enforce, or otherwise exercise (a) any right of subrogation to any of the rights or Liens of any Secured Lender or any other beneficiary against any other Loan Party or any Collateral or other security, or (b) any right of recourse, reimbursement, contribution, indemnification, or similar right against any other Loan Party on all or any part of the Obligations or any other Loan Party, and each Grantor hereby waives any and all of the foregoing rights and the benefit of, and any right to participate in, any Collateral or other security given to or for the benefit of any Secured Lender or any other beneficiary to secure payment of the Obligations. This Section 6.2 shall survive the termination of this Agreement, and any satisfaction and discharge of each Grantor by virtue of any payment, court order or Law.

6.3. Cumulative Rights. All rights of the Administrative Agent and each other Secured Lender under the Loan Documents are cumulative of each other and of every other right which the Administrative Agent and each other Secured Lender may otherwise have at Law or in equity or under any other agreement. The exercise of one or more rights shall not prejudice or impair the concurrent or subsequent exercise of other rights.

6.4. Amendments; Waivers. Any term, covenant, agreement, or condition of this Agreement may be amended, and any right under this Agreement may be waived, if, but only if, such amendment or waiver is in writing and is signed by the Administrative Agent and, in the case of an amendment, by each Grantor. Unless otherwise specified in such waiver, a waiver of any right under this Agreement shall be effective only in the specific instance and for the specific purpose for which given. No election not to exercise, failure to exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of any Secured Lender under this Agreement or Applicable Law, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of any Secured Lender under this Agreement or Applicable Law.

6.5. Continuing Security Interest.

(a) This Agreement creates a continuing security interest in the Collateral and shall (a) remain in full force and effect until the Release Date, (b) be binding upon each Grantor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Administrative

Agent and its successors, transferees and assigns. At such time as the Obligations are fully, indefeasibly, absolutely and unconditionally paid and all obligations of all Secured Lenders to extend credit to each Grantor have expired, this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the respective granting parties and the Administrative Agent will, at the Grantors' expense, execute and deliver to each Grantor such documents (including without limitation UCC termination statements) as each such Grantor shall reasonably request to evidence such termination and shall deliver to such Grantor any of its Collateral held by the Administrative Agent hereunder. Each Grantor agrees that to the extent that the Administrative Agent or any other Secured Lender receives any payment or benefit and such payment or benefit, or any part thereof, is subsequently invalidated, declared to be fraudulent or preferential, set aside or is required to be repaid to a trustee, receiver, or any other Person under any Debtor Relief Law, common law or equitable cause, then to the extent of such payment or benefit, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or benefit had not been made and, further, any such repayment by the Administrative Agent or any other Secured Lender, to the extent that the Administrative Agent or any other Secured Lender did not directly receive a corresponding cash payment, shall be added to and be additional Obligations payable upon demand by request of the Administrative Agent or any other Secured Lender and secured hereby, and, if the lien and security interest hereof shall have been released, such Lien and security interest shall be reinstated with the same effect and priority as on the date of execution hereof all as if no release of such Lien or security interest had ever occurred.

(b) In connection with any sale or other disposition of Collateral permitted by the Credit Agreement, the Lien pursuant to this Agreement on such sold or disposed of Collateral shall be automatically released. In connection with the sale or other disposition of Collateral permitted under the Credit Agreement, the Administrative Agent shall, upon receipt from the Borrower of a written request for the release of such Collateral subject to such sale or other disposition, identifying such Collateral, deliver to such Grantor, as the case may be, such Collateral held by the Administrative Agent hereunder and execute and deliver to the relevant Grantor (at the sole cost and expense of such Grantor) all releases or other documents (including without limitation UCC termination statements) necessary or reasonably desirable for the release of Liens created hereby on such Collateral as such Grantor may reasonably request.

6.6. GOVERNING LAW; WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION AND SERVICE OF PROCESS.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; *PROVIDED* THAT THE SECURED PARTY AND EACH SECURED LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) EACH GRANTOR, BY ACCEPTANCE HEREOF, IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW

YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE SECURED LENDERS MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH GRANTOR, BY ACCEPTANCE HEREOF, IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN CLAUSE (b) ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH GRANTOR, THE SECURED PARTY AND EACH SECURED LENDER, BY ACCEPTANCE HEREOF, IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.01 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) EACH GRANTOR, THE SECURED PARTY AND EACH SECURED LENDER, BY ACCEPTANCE HEREOF, HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND

THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.7. Administrative Agent's Right to Use Agents. The Administrative Agent may exercise its rights under this Agreement through an agent or other designee.

6.8. No Interference, Compensation or Expense. The Administrative Agent may exercise its rights under this Agreement (a) without resistance or interference by any Grantor and (b) without payment of any rent, license fee, or compensation of any kind to any Grantor.

6.9. Waivers of Rights Inhibiting Enforcement. Each Grantor waives (a) any claim that, as to any part of the Collateral, a private sale, should the Administrative Agent elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for such Collateral, (b) except as otherwise provided in this Agreement, **TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH THE ADMINISTRATIVE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT EACH GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF THE SECURED LENDERS' RIGHTS HEREUNDER** and (c) all rights of redemption, appraisalment or valuation.

6.10. Obligations Not Affected. To the fullest extent not prohibited by Applicable Law, the obligations of each Grantor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment, addition, or supplement to, or restatement of any Loan Document or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by the Administrative Agent or any other Secured Lender of any right, remedy, power, or privilege under or in respect of, or any release of any guaranty, any collateral, or the Collateral or any part thereof provided pursuant to, this Agreement or any Loan Document;

(c) any waiver, consent, extension, indulgence, or other action or inaction in respect of this Agreement or any other Loan Document or any assignment or transfer of any thereof;

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of any Loan Party or any other Person, whether or not such Grantor shall have notice or knowledge of any of the foregoing; or

(e) any other event which may give such Grantor or any other Loan Party a defense to, or a discharge of, any of its obligations under any Loan Document.

6.11. Notices and Deliveries.

(a) Notices and Deliveries. All notices and other communications provided for hereunder shall be effectuated in the manner provided for in Section 9.01 of the Credit Agreement, *provided* that if a notice or communication hereunder is to any Grantor, said notice shall be addressed to such Grantor, in care of the Borrower at the Borrower's then current address (or facsimile number) for notice under the Credit Agreement.

(b) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future Laws during the term thereof, (a) such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid, or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provisions.

(c) Successors and Assigns. All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns (including, as to each Grantor, all Persons who may become bound as a grantor or a new grantor to this Agreement); *provided* that, each Grantor may not assign any of its rights or obligations under this Agreement, except as a result of the consummation of a transaction permitted under Section 6.03 of the Credit Agreement.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

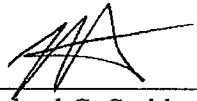
(e) **ENTIRE AGREEMENT. THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

GGI HOLDINGS, LLC

By: TRT Holdings, Inc., its Manager

By: 
Name: Michael G. Smith
Title: Secretary

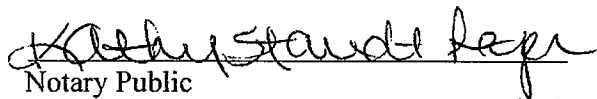
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of September, 2009, by Michael G. Smith, Secretary of TRT HOLDINGS, INC., a Delaware corporation and Manager of GGI HOLDINGS, LLC, a Delaware limited liability company, on behalf of said corporation and limited liability company.

[SEAL]




Notary Public
Printed Name KATHY STAUDT LEGER
My commission expires: 11/12/2009

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

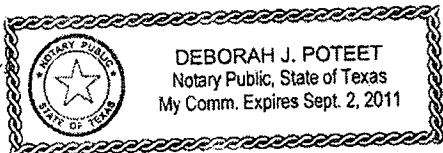
By: *Martha Pruitt Matthews*
Name: MARATHA PRUITT MATTHEWS
Title: SENIOR VICE PRESIDENT

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 29 day of September, 2009, by Martha Pruitt Matthews, SVP of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said association.

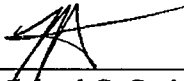
[SEAL



Deborah J. Poteet
Notary Public
Printed Name: Deborah J. Poteet
My commission expires: 9-2-2011

OTHER GRANTORS:

GBG, INC.

By: 
Name: Michael G. Smith
Title: Vice President

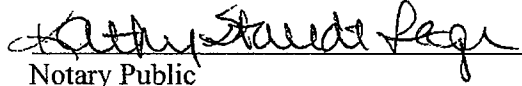
STATE OF TEXAS §

COUNTY OF TARRANT §


This instrument was acknowledged before me on the 29th day of September, 2009, by Michael G. Smith, Vice President of GBG, INC., a Virginia corporation, on behalf of said corporation.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GGIGC, LLC

By: 
Name: Michael G. Smith
Title: Secretary

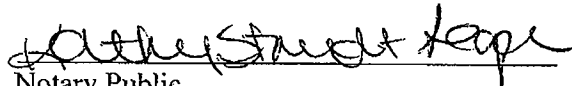
STATE OF TEXAS §

COUNTY OF DALLAS §

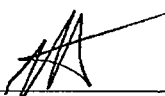
This instrument was acknowledged before me on the 29th day of September, 2009, by Michael G. Smith, Secretary of GGIGC, LLC, a Florida limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GGPC, LLC

By: 
Name: Michael G. Smith
Title: Secretary

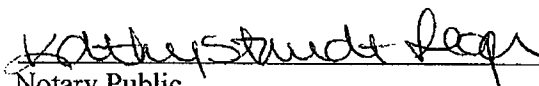
STATE OF TEXAS §

COUNTY OF DALLAS §

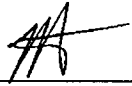
This instrument was acknowledged before me on the 21st day of September, 2009, by Michael G. Smith, Secretary of GGPC, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S ALABAMA LLC

By: 
Name: Michael G. Smith
Title: Secretary

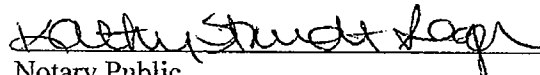
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 27th day of September, 2009, by Michael G. Smith, Secretary of GOLD'S ALABAMA LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S GYM ALLIANCES, LLC

By: [Signature]
Name: Michael G. Smith
Title: Secretary

STATE OF TEXAS §

COUNTY OF DAKAS §

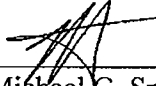
This instrument was acknowledged before me on the 21th day of September, 2009, by Michael G. Smith, Secretary of GOLD'S GYM ALLIANCES, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]



[Signature]
Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S GYM FRANCHISING LLC

By: 
Name: Michael G. Smith
Title: Secretary

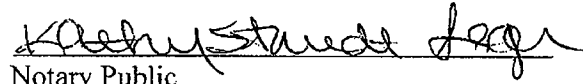
STATE OF TEXAS §

COUNTY OF DALLAS §


This instrument was acknowledged before me on the 29th day of September, 2009, by Michael G. Smith, Secretary of GOLD'S GYM FRANCHISING LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S GYM INTERNATIONAL, INC.

By: 
Name: Michael G. Smith
Title: Vice President

STATE OF TEXAS §

COUNTY OF DALLAS §

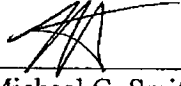
This instrument was acknowledged before me on the 29th day of September, 2009, by Michael G. Smith, Vice President of GOLD'S GYM INTERNATIONAL, INC., a Delaware corporation, on behalf of said corporation.

[SEAL]



Kathy Staudt Leger
Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S GYM LICENSING LLC

By: 
Name: Michael G. Smith
Title: Secretary

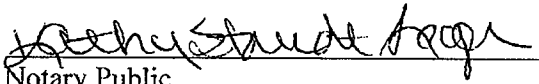
STATE OF TEXAS §

COUNTY OF DALLAS §

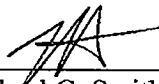
This instrument was acknowledged before me on the 29th day of September, 2009, by Michael G. Smith, Secretary of GOLD'S GYM LICENSING LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S GYM MERCHANDISING LLC

By: 
Name: Michael G. Smith
Title: Secretary

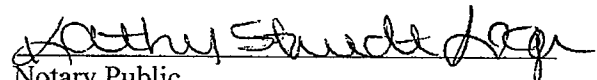
STATE OF TEXAS §

COUNTY OF DAWAS §


This instrument was acknowledged before me on the 21st day of September, 2009, by Michael G. Smith, Secretary of GOLD'S GYM MERCHANDISING LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S GYM ROCKIES, LLC

By: 
Name: Michael G. Smith
Title: Secretary

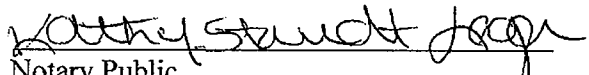
STATE OF TEXAS §

COUNTY OF DALLAS §

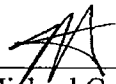
This instrument was acknowledged before me on the 20th day of September, 2009, by Michael G. Smith, Secretary of GOLD'S GYM ROCKIES, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S HOLDING CORP.

By: 
Name: Michael G. Smith
Title: Vice President

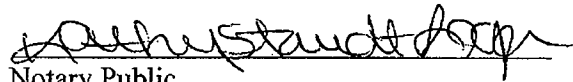
STATE OF TEXAS §

COUNTY OF DALLAS §

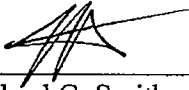
This instrument was acknowledged before me on the 27th day of September, 2009, by Michael G. Smith, Vice President of GOLD'S HOLDING CORP., a Delaware corporation, on behalf of said corporation.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S OKLAHOMA LLC

By: 
Name: Michael G. Smith
Title: Secretary

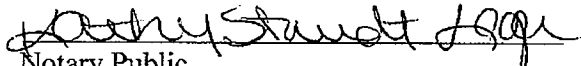
STATE OF TEXAS §

COUNTY OF DALLAS §

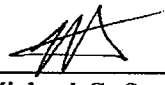
This instrument was acknowledged before me on the 21st day of September, 2009, by Michael G. Smith, Secretary of GOLD'S OKLAHOMA LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S ST. LOUIS LLC

By: 
Name: Michael G. Smith
Title: Secretary

STATE OF TEXAS §

COUNTY OF DALLAS §

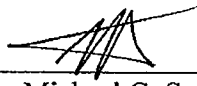
This instrument was acknowledged before me on the 20th day of September, 2009, by Michael G. Smith, Secretary of GOLD'S ST. LOUIS LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]



Kathy Staudt Leger
Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

GOLD'S TEXAS HOLDINGS GROUP, INC.

By: 
Name: Michael G. Smith
Title: Vice President

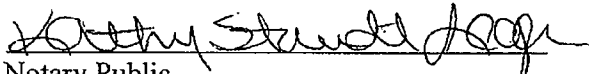
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29th day of September, 2009, by Michael G. Smith, Vice President of GOLD'S TEXAS HOLDINGS GROUP, INC., a Delaware corporation, on behalf of said corporation.

[SEAL]




Notary Public
Printed Name: KATHY STAUDT LEGER
My commission expires: 11/12/2009

SCHEDULE 1

Organization and Names

1. GRANTOR: GGI Holdings, LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c) Changes in Identity or Entity Type: N/A
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 77-0641222
- (f) Corporate or other Organizational Number: 3812076

2. GRANTOR: Gold's Gym International, Inc.

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: Corporation
- (c) Changes in Identity or Entity Type: f/k/a Gold's Gyms Investments, Inc.
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 54-1953614
- (f) Corporate or other Organizational Number: 3082124

3. GRANTOR: Gold's Holding Corp

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: Corporation
- (c) Changes in Identity or Entity Type: N/A
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 54-1953610
- (f) Corporate or other Organizational Number: 3082089

4. GRANTOR: Gold's Gym Franchising LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c) Changes in Identity or Entity Type: f/k/a Gold's Gym Franchising, Inc.
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 13-4325009 (issued this new EIN on 4/11/06)
- (f) Corporate or other Organizational Number: 3082091

5. GRANTOR: Gold's Gym Licensing LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c) Changes in Identity or Entity Type: f/k/a Gold's Gym Licensing, Inc.
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 13-4325013 (issued this new EIN on 4/11/06)

(f): Corporate or other Organizational Number: 3082090

6. GRANTOR: Gold's Gym Merchandising LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c) Changes in Identity or Entity Type: f/k/a Gold's Gym Merchandising, Inc.
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 13-4324892 (issued this new EIN on 4/11/06)
- (f) Corporate or other Organizational Number: 3082092

7. GRANTOR: Gold's Texas Holdings Group, Inc.

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: Corporation
- (c) Changes in Identity or Entity Type: Gold's Texas GP, Inc. merged into Gold's Texas LP, Inc. – Gold's Texas LP, Inc. changed its name to Gold's Texas Holdings Group, Inc.
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 58-2588156
- (f) Corporate or other Organizational Number: 3329468

8. GRANTOR: Gold's St. Louis LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c) Changes in Identity or Entity Type: N/A
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 16-1734827
- (f) Corporate or other Organizational Number: 4035897

9. GRANTOR: Gold's Alabama LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c) Changes in Identity or Entity Type: N/A
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 11-3790520
- (f) Corporate or other Organizational Number: 4224041

10. GRANTOR: Gold's Oklahoma LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c) Changes in Identity or Entity Type: N/A
- (d) Trade Names: N/A
- (e) Federal Tax Identification Number: 26-0667557
- (f) Corporate or other Organizational Number: 4395169

11. GRANTOR: Gold's Gym Alliances, LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c): Changes in Identity or Entity Type: f/k/a Gold's Gym Supplements, LLC
- (d): Trade Names: N/A
- (e): Federal Tax Identification Number: 03-0602581
- (f): Corporate or other Organizational Number: 4203997

12. GRANTOR: GGPC, LLC

- (a) Jurisdiction of organization: Texas
- (b) Entity Type/Prior Names: LLC
- (c): Changes in Identity or Entity Type: N/A
- (d): Trade Names: N/A
- (e): Federal Tax Identification Number: 26-1146816
- (f): Corporate or other Organizational Number: 800864114

13. GRANTOR: Gold's Gym Rockies, LLC

- (a) Jurisdiction of organization: Delaware
- (b) Entity Type/Prior Names: LLC
- (c): Changes in Identity or Entity Type: N/A
- (d): Trade Names: N/A
- (e): Federal Tax Identification Number: 61-1507129
- (f): Corporate or other Organizational Number: 4205855

14. GRANTOR: GBG, Inc.

- (a) Jurisdiction of organization: Virginia
- (b) Entity Type/Prior Names: Corporation
- (c): Changes in Identity or Entity Type: N/A
- (d): Trade Names: N/A
- (e): Federal Tax Identification Number: 54-1574642
- (f): Corporate or other Organizational Number: 0369235-7

15. GRANTOR: GGIGC, LLC

- (a) Jurisdiction of organization: Florida
- (b) Entity Type/Prior Names: LLC
- (c): Changes in Identity or Entity Type: N/A
- (d): Trade Names: N/A
- (e): Federal Tax Identification Number: 26-3706337
- (f): Corporate or other Organizational Number: L08000092739

SCHEDULE 2

Addresses

GRANTORS, AS APPLICABLE:

(a) Chief Executive Office:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
125 E. John Carpenter Fwy, Suite 1300 Irving, TX 75062	125 E. John Carpenter Fwy, Suite 1300 Irving, TX 75062	Dallas/Irving	Texas	USA

(b) Locations where books and records are kept: 125 E. John Carpenter Freeway, Suite 1300; Irving, TX 75062

(c) Locations where Equipment and Inventory are kept:

Street Address	City	State	Zip
6940 A Bradlick Shopping Center	Annandale	VA	22003
12480 Bee Caves Rd	Austin	TX	78738
101 W 6th St	Austin	TX	78701
2400 S IH 35	Round Rock	TX	78681
13945 N Hwy 183 Suite C3	Austin	TX	78717
6406 N IH-35	Austin	TX	78752
9101 Research Blvd	Austin	TX	78758
4404 W William Cannon Dr	Austin	TX	78749
1701 W Ben White Blvd #165	Austin	TX	78704
801 E William Cannon Dr #105	Austin	TX	78745
235 Canyon Ridge Dr	Austin	TX	78753
3505 Carlin Springs Rd	Baileys Crossroads	VA	22041
3910 Wilson Blvd	Arlington	VA	22203
802 Bel Air Rd	Bel Air	MD	21014

3125 S Texas Ave #1000	Bryan	TX	77802
409 3rd St SW	Washington	DC	20024
1335 E Whitestone Blvd Suite A-B	Cedar Park	TX	78613
1220 N Filmore St	Arlington	VA	22201
200 Brentwood Dr East	College Station	TX	77840
151 Concord Plaza	St Louis	MO	63129
12632 Dorsett Rd	Maryland Heights	MO	63043
5620-A Ox Rd	Fairfax	VA	22039
8182 N Lindbergh Blvd	Florissant	MO	63031
5505 Arapaho Road	Dallas	TX	75248
125 E. John Carpenter, #1300	Irving	TX	75062
635 Gravois Road	Fenton	MO	63026
800 Sunrise Blvd	Brownsville	TX	78526
6643 South Staples St	Corpus Christi	TX	78413
2300 Berryhill Road	Montgomery	AL	36117
6612 South Memorial Dr.	Tulsa	OK	74133
4817 W. Park Blvd.	Plano	TX	75093
2300 W. Kenosha St	Tulsa	OK	74012
8335 Westchester Drive #40	Dallas	TX	75225
26 Maryland Ave, #510	Rockville	MD	20850
5230 Hwy 94	St Peters	MO	63304
2601 Hwy K	O'Fallon	MO	63368
902 W Central Texas Expwy #100B	Killeen	TX	76541
345 Pine Ave	Long Beach	CA	90802
14015 Manchester Rd	Manchester	MO	63011
2982 Gallows Rd	Falls Church	VA	22043
1120 20th St NW	Washington	DC	20036
1206 Central Park Dr	O'Fallon	IL	62269
10221 S Dolfield Rd	Owings Mills	MD	21117
39 S Altadena Dr	Pasadena	CA	91107
5520 A Randolph Rd	Rockville	MD	20852
1830 N Nash St	Arlington	VA	22209
1602 Babcock Rd	San Antonio	TX	78229
6418 Bandera Rd	San Antonio	TX	78238
11820 Bandera Rd #105	San Antonio	TX	78023

100 Crossroads Blvd	Balcones Heights	TX	78201
12481 West IH 10	San Antonio	TX	78230
2828 Goliad Rd	San Antonio	TX	78223
7937 Pat Booker Rd	Live Oak	TX	78233
2555 SW Military Dr	San Antonio	TX	78224
12233 Nacogdoches Rd	San Antonio	TX	78217
4555 Walzem Rd	San Antonio	TX	78218
7650 FM 78 Suite 109	San Antonio	TX	78244
2955 S Glebe Rd	Arlington	VA	22206
8371 Leesburg Pike	Vienna	VA	22182
2425 McKinney Ave	Dallas	TX	75201
4310 Connecticut Ave NW	Washington	DC	20008
360 Hampton Dr	Venice	CA	90291
250 N New Rd	Waco	TX	76710

(d) All other places of business not listed above: **NONE**

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
NONE				

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SCHEDULE 3

Equity Interests

GGI Holdings, LLC, a Delaware limited liability company: owns 100% of the outstanding stock of Gold's Gym International, Inc., a Delaware corporation.

Gold's Gym International, Inc., a Delaware corporation: owns 100% of the outstanding stock of Gold's Holding Corp., a Delaware corporation.

Gold's Holding Corp., a Delaware corporation: owns 100% of the outstanding stock of Gold's Texas Holdings Group, Inc. a Delaware corporation; and GBG, Inc., a Virginia corporation; and 100% of the membership interests in Gold's Gym Franchising LLC, a Delaware limited liability company; Gold's Gym Licensing LLC, a Delaware limited liability company; Gold's Gym Merchandising LLC, a Delaware limited liability company; Gold's St. Louis LLC, a Delaware limited liability company; Gold's Gym Rockies, LLC, a Delaware limited liability company; Gold's Alabama LLC, a Delaware limited liability company; Gold's Oklahoma LLC, a Delaware limited liability company; and GGIGC, LLC, a Florida limited liability company.

Gold's Texas Holdings Group, Inc., a Delaware corporation: owns 50.01% of the membership interests in GGPC, LLC, a Texas limited liability company.

Gold's Gym Licensing LLC, a Delaware company: owns 100% of the membership interests in Gold's Gym Alliances, LLC, a Delaware limited liability company

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SCHEDULE 4

Indebtedness Evidenced by Instruments

NONE

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SCHEDULE 5(a)
Trademark Registrations and Applications

See Attached.

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Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
Afghanistan	New Man Design	Registered	2982	22-May-2006	7834	23-Sep-2006
Argentina	GOLD'S GYM	Registered	1916823	20-Apr-1994	2053196	21-Nov-2005
Argentina	GOLD'S GYM	Registered	1916822	20-Apr-1994	2056394	07-Dec-2005
Argentina	GOLD'S GYM AND NEW MAN DESIGN	Registered	1916824	20-Apr-1994	2056391	07-Dec-2005
Argentina	GOLD'S GYM AND NEW MAN DESIGN	Registered	1916825	20-Apr-1994	2053195	21-Nov-2005
Armenia	GOLD'S GYM	Registered	A0005240	13-Dec-2007	912895	16-Jan-2008
Armenia	New Man Design	Registered	A0005797	13-Dec-2007	913494	16-Jan-2008
Aruba	GOLD'S GYM	Registered	971021.17	21-Oct-1997	18817	14-Nov-1997
Aruba	New Man Design	Registered	971021.18	21-Oct-1997	18818	14-Nov-1997
Australia	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	12-Jul-2006
Australia	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	14-Aug-2006
Australia	GOLD'S GYM AND OLD MAN DESIGN	Registered	A437862	11-Dec-1985	437862	08-Jun-1990
Australia	GOLD'S GYM AND OLD MAN DESIGN	Registered	A437866	11-Dec-1985	437866	17-Feb-1989
Australia	GOLD'S GYM AND OLD MAN DESIGN	Registered	A437863	11-Dec-1985	437863	22-Dec-1998
Australia	New Man Design	Registered	A0005797	09-Sep-2006	913494	09-Sep-2006
Australia	New Man Design	Registered	853011	28-Sep-2000	853011	18-Oct-2001
Bahamas	GOLD'S GYM	Unfiled				
Bahamas	New Man Design	Unfiled				

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
Bahrain	GOLD'S GYM	Registered	167/99	09-Feb-1999	SM2979	27-May-2000
Bahrain	GOLD'S GYM	Registered	166/99	09-Feb-1999	25131	11-Feb-2002
Bahrain	GOLD'S GYM	Pending	A0005240	13-Dec-2007	912895	
Bahrain	New Man Design	Registered	168/99	09-Feb-1999	SM2980	27-May-2000
Bahrain	New Man Design	Registered	171/99	09-Feb-1999	25132	11-Feb-2002
Bahrain	New Man Design	Pending	A0005797	13-Dec-2007	913494	
Bangladesh	GOLD'S GYM	Pending	99673	04-Jul-2006		
Bangladesh	GOLD'S GYM	Pending	99672	04-Jul-2006		
Bangladesh	GOLD'S GYM	Pending	114067	27-Apr-2008		
Bangladesh	GOLD'S GYM	Pending	99674	04-Jul-2006		
Bangladesh	New Man Design	Pending	99671	04-Jul-2006		
Bangladesh	New Man Design	Pending	99669	04-Jul-2006		
Bangladesh	New Man Design	Pending	99670	04-Jul-2006		
Bangladesh	New Man Design	Pending	114066	27-Apr-2008		
Barbados	GOLD'S GYM	Registered	81/13273	18-Apr-1998	81/13273	06-Aug-2000
Barbados	GOLD'S GYM	Registered	81/13272	18-Apr-1998	81/13272	06-Jun-2000
Barbados	New Man Design	Registered	81/12880	18-Apr-1998	81/12880	10-Mar-2000
Barbados	New Man Design	Registered	81/12881	18-Apr-1998	81/12881	10-Mar-2000
Bolivia	GOLD'S GYM	Registered	SM285298	20-Jul-1998	84184C	20-Apr-2001

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
Bolivia	GOLD'S GYM	Registered	SM285198	20-Jul-1998	84201C	20-Apr-2001
Bolivia	New Man Design	Registered	SM284998	20-Jul-1998	84195C	20-Apr-2001
Bolivia	New Man Design	Registered	SM285098	20-Jul-1998	84196C	20-Apr-2001
Brazil	GOLD'S GYM	Published	829005943	16-Feb-2007		
Brazil	GOLD'S GYM	Published	829005951	16-Feb-2007		
Brazil	GOLD'S GYM	Published	829005960	16-Feb-2007		
Brazil	GOLD'S GYM AND NEW MAN DESIGN	Registered	818984120	11-Dec-1995	818984120	12-Jun-2001
Brazil	GOLD'S GYM AND NEW MAN DESIGN	Registered	818984112	11-Dec-1995	818984112	30-Jun-1998
Brazil	GOLD'S GYM and New Man Silhouette in weight plate design (white on black)	SUSPENDED	827512562	06-Jul-2005		
Brazil	GOLD'S GYM and New Man Silhouette in weight plate design (white on black)	Registered	827512570	06-Jul-2005	827512570	10-Feb-2009
Brazil	GOLD'S GYM and New Man Silhouette in weight plate design (white on black)	Registered	827512554	06-Jul-2005	827512554	18-Aug-2009
Brazil	New Man Design	Published	829066446	30-Mar-2007		
Brazil	New Man Design	Published	829066462	30-Mar-2007		
Brazil	New Man Design	Published	829066454	30-Mar-2007		
Canada	GOLD'S	Registered	535875	01-Feb-1985	TMA419364	12-Nov-1993
Canada	GOLD'S	Registered	545125	28-Jun-1985	TMA420864	17-Dec-1993
Canada	GOLD'S GYM	Registered	458821	17-Sep-1980	TMA281081	08-Jul-1983
Canada	GOLD'S GYM	Pending	1433696	06-Apr-2009		
Canada	GOLD'S GYM and New Man Silhouette in weight plate design (black on white)	Pending	1435543	22-Apr-2009		

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
Canada	GOLD'S GYM AND OLD MAN DESIGN	Registered	535876	01-Feb-1985	TMA422814	04-Feb-1994
Canada	GOLD'S GYM AND OLD MAN DESIGN	Registered	545124	28-Jun-1985	TMA419048	05-Nov-1993
Canada	KNOW YOUR OWN STRENGTH	Pending	1435545	22-Apr-2009		
Canada	New Man Design	Registered	801148	05-Jan-1996	TMA482541	15-Sep-1997
Canada	New Man Silhouette Design	Pending	1435542	22-Apr-2009		
Cayman Islands	GOLD'S GYM	Registered	CTM149344	31-May-2007	CTM149344	11-Jul-2007
Cayman Islands	GOLD'S GYM AND NEW MAN DESIGN	Registered	GB1559203	16-Feb-1996	1559203	02-May-2001
Cayman Islands	New Man Design	Registered	CTM2945947	04-Jun-2007	CTM2945947	15-Nov-2007
Chile	Domain Name: goldsgym.cl	Registered				23-Aug-2006
Chile	GOLD'S GYM	Registered	643282	12-Apr-2004	728037	21-Jun-2005
Chile	GOLD'S GYM	Registered	643281	12-Apr-2004	708711	15-Nov-2004
Chile	GOLD'S GYM	Registered	770793	23-Apr-2007	796910	14-Sep-2007
Chile	New Man Design	Registered	418368	23-Jun-1998	843811	28-Dec-1998
Chile	New Man Design	Registered	770791	23-Apr-2007	797167	24-Sep-2007
Chile	New Man Design	Registered	451934	17-Jun-1999	556409	21-Dec-1999
China (People's Republic)	GOLD'S GYM	Registered	970067545	02-Jul-1997	1203884	28-Aug-1998
China (People's Republic)	GOLD'S GYM	Pending	A0005240	12-Jul-2006	912895	
China (People's Republic)	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	28-Sep-2006
China (People's Republic)	GOLD'S GYM	Registered	970067544	02-Jul-1997	1224609	21-Nov-1998
China (People's Republic)	GOLD'S GYM	Registered	970067543	02-Jul-1997	1529082	28-Feb-2001

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
China (People's Republic)	New Man Design	Registered	970068592	04-Jul-1997	1487475	07-Dec-2000
China (People's Republic)	New Man Design	Registered	970068591	04-Jul-1997	1517083	07-Feb-2001
China (People's Republic)	New Man Design	Registered	A0005797	09-Sep-2006	913494	08-Mar-2007
Colombia	GOLD'S GYM	Registered	98047018	18-Aug-1998	240110	02-Aug-2001
Colombia	GOLD'S GYM	Registered	7084159	16-Aug-2007	347950	29-Feb-2008
Colombia	GOLD'S GYM	Registered	98047017	18-Aug-1998	216127	25-Feb-1999
Colombia	New Man Design	Registered	98047020	18-Aug-1998	216043	23-Feb-1999
Colombia	New Man Design	Registered	7084160	16-Aug-2007	347951	29-Feb-2008
Colombia	New Man Design	Registered	98047019	18-Aug-1998	216126	25-Feb-1999
Costa Rica	GOLD'S GYM	Registered	34465	03-Feb-1999	115427	23-Aug-1999
Costa Rica	GOLD'S GYM	Registered	2007-5281	17-May-2007	172020	13-Dec-2007
Costa Rica	GOLD'S GYM	Registered	34464	03-Feb-1999	115426	23-Aug-1999
Costa Rica	New Man Design	Registered	34237	03-Feb-1999	115474	23-Aug-1999
Costa Rica	New Man Design	Registered	34236	03-Feb-1999	115475	23-Aug-1999
Costa Rica	New Man Design	Registered	2007-5280	17-May-2007	171997	13-Dec-2007
Cyprus, Republic of	GOLD'S GYM	Registered	44538	30-Jan-1996	44538	20-Jul-1999
Cyprus, Republic of	GOLD'S GYM	Registered	44537	30-Jan-1996	44537	20-Jul-1999
Cyprus, Republic of	New Man Design	Registered	44540	30-Jan-1996	44540	10-Dec-1999
Cyprus, Republic of	New Man Design	Registered	44539	30-Jan-1996	44539	10-Dec-1999
Denmark	GOLD'S GYM	Registered	805318	02-Dec-1980	VR 1981 02405	11-Sep-1981

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
Dominican Republic	GOLD'S GYM	Registered	N/A	15-Apr-1998	98227	15-Jul-1998
Dominican Republic	GOLD'S GYM	Registered	2007-16242	05-Mar-2007	161629	16-Jul-2007
Dominican Republic	New Man Design	Registered	N/A	15-Apr-1998	98228	15-Jul-1998
Dominican Republic	New Man Design	Registered	2007-16208	05-Mar-2007	160689	15-May-2007
Dominican Republic	New Man Design	Registered	N/A	03-Apr-1998	98578	15-Aug-1998
Ecuador	GOLD'S GYM	Registered	81333	03-Sep-1997	2073	28-Dec-1998
Ecuador	GOLD'S GYM	Registered	81335	03-Sep-1997	6764	28-Dec-1998
Ecuador	GOLD'S GYM	Registered	81334	03-Sep-1997	6763	28-Dec-1998
Ecuador	New Man Design	Registered	81331	03-Sep-1997	2072	28-Dec-1998
Ecuador	New Man Design	Registered	81330	03-Sep-1997	6761	28-Dec-1998
Ecuador	New Man Design	Registered	81332	03-Sep-1997	6762	28-Dec-1998
Egypt	GOLD'S GYM	Registered	112877	17-Feb-1998	112877	01-Jul-2002
Egypt	GOLD'S GYM	Registered	112876	17-Feb-1998	112876	08-Oct-2003
Egypt	New Man Design	Registered	138404	19-Nov-2000	138404	21-Mar-2007
Egypt	New Man Design	Registered	112878	17-Feb-1998	112878	29-Jun-2002
Egypt	OLD MAN DESIGN	Registered	112880	17-Feb-1998	112880	29-Jul-2002
El Salvador	GOLD'S GYM	Registered	E400895	12-Sep-1995	81 Book 53	07-May-1997
El Salvador	GOLD'S GYM	Registered	E-65466-2007	13-Mar-2007	72 BOOK 113	22-Sep-2008
El Salvador	GOLD'S GYM	Registered	E598998	02-Oct-1998	89 Book 105	31-May-2000
El Salvador	New Man Design	Registered	E-3016/96	16-Jul-1996	74 BOOK 143	05-Nov-2001

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
El Salvador	New Man Design	Registered	E599098	02-Oct-1998	6 BOOK 157	25-Jul-2002
El Salvador	New Man Design	Registered	E-65464-2007	13-Mar-2007	211 Book 103	04-Apr-2008
European Community	GOLD'S GYM	Registered	149344	01-Apr-1996	149344	18-Dec-1998
European Community	GOLD'S GYM	Registered	4392131	12-May-2005	4392131	28-Jun-2006
European Community	GOLD'S GYM and New Man in weight plate design (black on white)	Unfiled				
European Community	New Man Design	Registered	2945947	25-Nov-2002	2945947	25-May-2004
European Community	New Man Design	Registered	4392486	12-May-2005	4392486	06-Jun-2006
European Community	New Man Silhouette design	Unfiled				
France	GOLD'S GYM	Registered	651210	12-Jan-1983	1224223	12-Jan-1983
France	GOLD'S GYM AND OLD MAN DESIGN	Registered	825872	27-Nov-1986	1381759	27-Nov-1986
Germany	GOLD'S GYM AND OLD MAN DESIGN	Registered	B6574128WZ	08-May-1980	1033399	14-May-1982
Guatemala	GOLD'S GYM	Registered	1998-05789	28-Jul-1998	149073	01-May-2007
Guatemala	GOLD'S GYM	Registered	1998-05791	28-Jul-1998	154566	17-Feb-2008
Guatemala	New Man Design	Registered	1998-05871	30-Jul-1998	110665	26-Apr-2001
Guatemala	New Man Design	Registered	1998-05870	30-Jul-1998	109983	04-Apr-2001
Haiti	GOLD'S GYM	Registered	803-C	03-Sep-2007	146/159	07-Mar-2008
Honduras	GOLD'S GYM	Registered	384597	07-Apr-1997	4791	16-Apr-1998
Honduras	GOLD'S GYM	Registered	384497	07-Apr-1997	70811	27-Feb-1998
Honduras	GOLD'S GYM	Registered	384697	07-Apr-1997	70827	27-Feb-1998
Honduras	New Man Design	Registered	384397	07-Apr-1997	4792	16-Apr-1998

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
Honduras	New Man Design	Registered	384197	07-Apr-1997	70809	27-Feb-1998
Honduras	New Man Design	Registered	384297	07-Apr-1997	70808	27-Feb-1998
Hong Kong	GOLD'S GYM	Registered	9905439	29-Apr-1999	2001B04851	26-Apr-2001
Hong Kong	GOLD'S GYM	Registered	301231190	31-Oct-2008	301231190	13-Mar-2009
Hong Kong	GOLD'S GYM AND OLD MAN DESIGN	Registered	5736A	19-Dec-1986	1988B4254	28-Dec-1988
Hong Kong	New Man Design	Registered	9908979	12-Jul-1999	2001B04856	26-Apr-2001
Hong Kong	New Man Silhouette design	Registered	301231208	31-Oct-2008	301231208	13-Mar-2009
India	GOLD'S GYM	Opposed	1236992	16-Sep-2003		
India	GOLD'S GYM	Registered	1499929	31-Oct-2006	1499929	23-Sep-2008
India	GOLD'S GYM	Opposed	1236992	16-Sep-2003		
India	GOLD'S GYM	Registered	1100987	30-Apr-2002	1100987	04-Feb-2005
India	GOLD'S GYM	Registered	1100986	30-Apr-2002	1100986	28-Mar-2005
India	GOLD'S GYM and New Man Design	Published	1460774	26-May-2006		
India	GOLD'S GYM and New Man in weight plate design (black on white)	Registered	1441542	30-Mar-2006	1441542	29-Mar-2008
India	GOLD'S GYM and New Man in weight plate design (black on white)	Registered	1441543	30-Mar-2006	1441543	20-Sep-2008
India	GOLD'S GYM and New Man in weight plate design (black on white)	Registered	1441541	30-Mar-2006	1441541	23-Sep-2008
India	GOLD'S GYM and New Man Silhouette in weight plate design (black on white)	Registered	1499927	31-Oct-2006	1499927	23-Sep-2008
India	GOLD'S GYM AND OLD MAN DESIGN	Pending	557041	22-Apr-1991		
India	New Man Design	Published	1499928	31-Oct-2006		
India	New Man Design	Pending	1740394	06-Oct-2008		

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India	New Man Design	Published	1398393	11-Nov-2005		
Indonesia	GOLD'S GYM	Published	J00 2007 009812	30-Mar-2007		
Indonesia	GOLD'S GYM	Pending	D00 2008 016209	05-May-2008		
Indonesia	GOLD'S GYM	Pending	D00 2008 016211	05-May-2008		
Indonesia	GOLD'S GYM AND NEW MAN DESIGN	Registered	D99-13739	05-Aug-1999	462552	17-Jan-2001
Indonesia	New Man Design	Published	J00 2007 009811	30-Mar-2007		
Indonesia	New Man Design	Pending	D00 2008 016207	05-May-2008		
Indonesia	New Man Design	Pending	D00 2008 016204	05-May-2008		
Int'l Registration - Madrid Protocol Only	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	01-Mar-2007
Int'l Registration - Madrid Protocol Only	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	28-Sep-2006
Int'l Registration - Madrid Protocol Only	GOLD'S GYM and New Man in weight plate design (black on white)	Unfiled				
Int'l Registration - Madrid Protocol Only	New Man Design	Registered	A0005797	09-Sep-2006	913494	08-Mar-2007
Int'l Registration - Madrid Protocol Only	New Man Silhouette design	Unfiled				
Israel	GOLD'S GYM	Unfiled				
Israel	GOLD'S GYM AND OLD MAN DESIGN	Registered	83023	10-Apr-1992	83023	03-Nov-1995
Israel	GOLD'S GYM AND OLD MAN DESIGN	Registered	83022	10-Apr-1992	83022	04-Feb-1996
Israel	Outline Joe Design	Unfiled				
Italy	GOLD'S GYM	Registered	MI95C005225	22-May-1995	727066	26-Sep-1997
Italy	GOLD'S GYM	Registered			921952	09-Dec-2003
Jamaica	GOLD'S GYM	Registered	47100	20-Jul-2005	47100	20-Jul-2005

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Jamaica	New Man Design	Registered	47101	20-Jul-2005	47101	21-Jul-2006
Jamaica	New Man Design	Registered	25/2061	18-Jun-1998	33932	20-Oct-1999
Japan	GOLD'S GYM	Registered	81685/98	25-Sep-1998	4335077	12-Nov-1999
Japan	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	12-Jul-2006
Japan	GOLD'S GYM	Registered	10610282	01-Dec-1982	2712106	31-Jan-1996
Japan	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	10-Aug-2007
Japan	GOLD'S GYM	Registered	32217/98	17-Apr-1998	4308076	20-Aug-1999
Japan	New Man Design	Registered	81686/98	25-Sep-1998	4335078	12-Nov-1999
Japan	New Man Design	Registered	32218/98	17-Apr-1998	4308077	20-Aug-1999
Japan	New Man Design	Registered	A0005797	09-Sep-2006	913494	13-Feb-2009
Japan	OLD MAN DESIGN	Registered	173386	28-Feb-1988	2119502	27-Mar-1989
Japan	OLD MAN DESIGN	Registered	1850386	27-Feb-1986	2141406	30-May-1989
Jordan	GOLD'S GYM	Registered	85539	18-Apr-2006	85539	22-Jan-2007
Jordan	GOLD'S GYM	Registered	53343	20-Apr-1999	53343	01-Jun-2000
Jordan	New Man Design	Registered	85424	18-Apr-2006	85424	22-Jan-2007
Jordan	New Man Design	Registered	53345	20-Apr-1999	53345	01-Jun-2000
Korea, Republic of	GOLD'S GYM	Registered	96-008435	11-Jul-1996	41-0049381	12-Nov-1998
Korea, Republic of	GOLD'S GYM	Registered	96-030370	11-Jul-1996	40-0429170	12-Nov-1998
Korea, Republic of	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	16-Jan-2009
Korea, Republic of	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	14-Aug-2006

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Korea, Republic of	GOLD'S GYM	Pending	A0005240	17-Aug-2009	912895	
Korea, Republic of	GOLD'S GYM and design	Registered	95-005616	07-Jun-1995	41-0044292	23-Jul-1998
Korea, Republic of	GOLD'S GYM and design	Registered	95-022343	07-Jun-1995	40-0427438	29-Oct-1998
Korea, Republic of	GOLD'S GYM AND NEW MAN DESIGN	Registered	96-002986	22-Mar-1996	41-0044304	23-Jul-1998
Korea, Republic of	New Man Design	Registered	A0005797	09-Sep-2006	913494	05-Mar-2008
Kuwait	GOLD'S GYM	Registered	42314	10-Feb-1999	38673	10-Feb-1999
Kuwait	GOLD'S GYM	Registered	42313	10-Feb-1999	38674	10-Feb-1999
Kuwait	New Man Design	Registered	42316	10-Feb-1999	38672	10-Feb-1999
Kuwait	New Man Design	Registered	42315	10-Feb-1999	39008	10-Feb-1999
Lebanon	GOLD'S GYM	Registered	78576	16-Jan-1999	78576	16-Jan-1999
Lebanon	New Man Design	Registered	78577	16-Jan-1999	78577	16-Jan-1999
Malaysia	GOLD'S GYM	Registered	2003/04908	26-Apr-2003	3004908	27-Mar-2006
Malaysia	GOLD'S GYM	Registered	2003/04907	26-Apr-2003	3004907	02-Oct-2007
Malaysia	GOLD'S GYM AND OLD MAN DESIGN	Registered	84/2494	01-Jun-1984	84002494	16-Jan-1993
Malaysia	GOLDSGYM	Registered	84/2491	01-Jun-1984	84002491	14-Jun-1990
Malaysia	New Man Design	Registered	2003/04910	26-Apr-2003	3004910	12-Apr-2006
Malaysia	New Man Design	Registered	2003/04909	26-Apr-2003	3004909	16-Mar-2006
Maldives	GOLD'S GYM (cautionary notice)	Registered		22-Sep-2007		22-Sep-2007
Mexico	GOLD'S GYM	Registered	846624	02-Apr-2007	1013857	27-Nov-2007

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Mexico	GOLD'S GYM	Registered	881363	10-Sep-2007	1005929	09-Oct-2007
Mexico	GOLD'S GYM	Registered	881364	10-Sep-2007	1005930	09-Oct-2007
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	251185	04-Jul-1985	326430	12-Jul-1987
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	31884	29-Sep-1987	348719	23-Mar-1988
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	31897	29-Sep-1987	344907	14-Mar-1988
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	31890	29-Sep-1987	344901	14-Mar-1988
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	31895	29-Sep-1987	351883	29-Aug-1988
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	31893	29-Sep-1987	344904	29-Sep-1992
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	32357	09-Oct-1987	344915	14-Mar-1988
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	31891	29-Sep-1987	344902	14-Mar-1988
Mexico	GOLD'S GYM AND OLD MAN DESIGN	Registered	31903	29-Sep-1987	344913	14-Mar-1988
Mexico	New Man Design	Registered	846625	02-Apr-2007	1013858	27-Nov-2007
Mexico	New Man Design	Registered	881362	10-Sep-2007	1014050	27-Nov-2007
Mexico	New Man Design	Registered	881361	10-Sep-2007	1009084	29-Oct-2007
Morocco	GOLD'S GYM	Pending	A0005240	13-Dec-2007	912895	
Morocco	New Man Design	Registered	A0005797	09-Sep-2006	913494	08-Mar-2007
Nepal	GOLD'S GYM	Registered	3037	01-Oct-2007	26694	15-Aug-2008

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New Zealand	GOLD'S GYM	Registered	712190	12-May-2004	712190	06-Oct-2005
New Zealand	GOLD'S GYM	Registered	146875	26-Apr-1983	B146875	25-Nov-1992
New Zealand	GOLD'S GYM	Registered	146874	26-Apr-1983	B146874	23-Jun-1987
New Zealand	GOLD'S GYM AND OLD MAN DESIGN	Registered	198869	04-Jan-1990	198869	17-Feb-2000
New Zealand	New Man Design	Registered	716245	03-Aug-2004	716245	03-Feb-2005
Nicaragua	GOLD'S GYM	Registered	1998-04130	03-Nov-1998	81909 CC	08-Apr-2005
Nicaragua	GOLD'S GYM	Registered	1998-04131	03-Nov-1998	81908 CC	08-Apr-2005
Nicaragua	New Man Design	Registered	1998-04122	03-Nov-1998	81910 CC	08-Apr-2005
Nicaragua	New Man Design	Registered	1998-04123	03-Nov-1998	59242 CC	03-Nov-2003
Norway	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	12-Jul-2006
Norway	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	14-Aug-2006
Norway	GOLD'S GYM AND OLD MAN DESIGN	Registered	850539	17-Nov-1986	127801	05-Feb-1987
Norway	New Man Design	Registered	A0005797	09-Sep-2006	913494	09-Sep-2006
Oman	GOLD'S GYM	Registered	19093	22-Nov-1998	19093	10-Aug-2003
Oman	GOLD'S GYM	Registered	19092	22-Nov-1998	19092	10-Aug-2003
Oman	New Man Design	Registered	19095	22-Nov-1998	19095	10-Aug-2003

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Oman	New Man Design	Registered	19094	22-Nov-1998	19094	10-Aug-2003
Pakistan	GOLD'S GYM	Published	225839	09-Aug-2006		
Pakistan	GOLD'S GYM	Registered	136618	07-Jul-1996	136618	25-Oct-2003
Pakistan	GOLD'S GYM	Registered	136617	07-Jul-1996	136617	30-Sep-2004
Pakistan	GOLD'S GYM AND NEW MAN DESIGN	Registered	136615	07-Jul-1996	136615	17-May-2004
Pakistan	GOLD'S GYM AND NEW MAN DESIGN	Registered	136616	07-Jul-1996	136616	16-Oct-2004
Pakistan	New Man Design	Published	225840	09-Aug-2006		
Panama	GOLD'S GYM	Registered	96649	12-Oct-1998	96649	15-Mar-2000
Panama	New Man Design	Registered	96639	12-Oct-1998	96639	15-May-2000
Panama	New Man Design	Registered	96638	12-Oct-1998	96638	15-Mar-2000
Paraguay	GOLD'S GYM	Registered	8616	28-Apr-1998	209911	28-Dec-1998
Paraguay	GOLD'S GYM	Registered	15620	20-Jul-1998	210259	11-Jan-1999
Paraguay	GOLD'S GYM	Registered	8617	28-Apr-1998	209912	28-Dec-1998
Paraguay	GOLD'S GYM	Registered	8618	28-Apr-1998	209913	28-Dec-1998
Paraguay	New Man Design	Registered	16622	20-Jul-1998	210261	11-Jan-1999
Paraguay	New Man Design	Registered	16621	20-Jul-1998	210260	11-Jan-1999
Peru	GOLD'S GYM	Registered	17229	29-Jul-1996	9163	06-Dec-1996
Peru	GOLD'S GYM	Registered	17227	29-Jul-1996	31491	06-Dec-1996
Peru	GOLD'S GYM AND NEW MAN DESIGN	Registered	17228	29-Jul-1996	9162	06-Dec-1996

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Peru	GOLD'S GYM AND NEW MAN DESIGN	Registered	17226	29-Jul-1996	31564	09-Dec-1996
Peru	New Man Design	Registered	310447	30-Mar-2007	46682	27-Jun-2007
Peru	New Man Design	Registered	310449	30-Mar-2007	128708	27-Jun-2007
Peru	New Man Design	Registered	310296	29-Mar-2007	128704	27-Jun-2007
Philippines	GOLD'S GYM	Registered	4-2007-003639	10-Apr-2007	4-2007-003639	11-Feb-2008
Philippines	GOLD'S GYM	Registered	4-1998-03666	19-May-1998	4-1998-003666	03-Sep-2006
Philippines	GOLD'S GYM and New Man in weight plate design (black on white)	Registered	4-2002-010688	16-Dec-2002	4-2002-010688	10-Dec-2004
Philippines	New Man Design	Registered	4-2007-003638	10-Apr-2007	4-2007-003638	11-Feb-2008
Philippines	New Man Design	Registered	4-1998-03667	19-May-1998	4-1998-003667	03-Sep-2006
Portugal	GOLD'S GYM	Registered	310513	31-May-1995	310513	17-May-1996
Portugal	GOLD'S GYM	Registered	310512	31-May-1995	310512	17-May-1996
Puerto Rico	GOLD'S GYM	Published	72026	29-Dec-2006		
Puerto Rico	GOLD'S GYM	Unfiled				
Puerto Rico	New Man Design	Published	71730	29-Dec-2006		
Puerto Rico	Outline Joe Design	Unfiled				
Qatar	GOLD'S GYM	Registered	18746	02-Jun-1998	18746	26-Sep-2004
Qatar	GOLD'S GYM	Registered	18745	02-Jun-1998	18745	26-Sep-2004
Qatar	New Man Design	Registered	18748	02-Jun-1998	18748	15-Aug-2006
Qatar	New Man Design	Registered	18747	02-Jun-1998	18747	10-May-2007
Romania	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	28-Sep-2006

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Romania	New Man Design	Registered	A0005797	09-Sep-2006	913494	08-Mar-2007
Russian Federation	GOLD'S GYM	Registered		17-Sep-1991	105969	17-Sep-1991
Russian Federation	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	12-Jul-2006
Russian Federation	New Man Design	Registered	A0005797	09-Sep-2006	913494	08-Mar-2007
Russian Federation	New Man Design	Registered	97718357	27-Nov-1997	175452	24-Feb-1999
Saudi Arabia	GOLD'S GYM	Registered	44890	15-Jul-1998	494/53	21-Sep-1999
Saudi Arabia	GOLD'S GYM	Registered	44889	15-Jul-1998	494/52	21-Sep-1999
Saudi Arabia	New Man Design	Registered	116678	23-Apr-2007	1029/64	03-Dec-2008
Saudi Arabia	Outline Joe Design	Unfiled				
Singapore	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	14-Aug-2006
Singapore	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	12-Jul-2006
Singapore	GOLD'S GYM AND OLD MAN DESIGN	Registered	A6354/84	13-Dec-1984	T84/06354B	13-Dec-1984
Singapore	New Man Design	Registered	A0005797	09-Sep-2006	913494	30-Apr-2008
South Africa	GOLD'S GYM	Pending	2005/08879	06-May-2005	2005/08879	12-Mar-2009
South Africa	GOLD'S GYM AND OLD MAN DESIGN	Registered	94/10440	26-Sep-1994	94/10440	07-Aug-1997
South Africa	GOLD'S GYM AND OLD MAN DESIGN	Registered	85/5825	09-Aug-1985	1985/05825	09-Mar-1987
South Africa	GOLD'S GYM AND OLD MAN DESIGN	Registered	85/5826	09-Aug-1985	1985/05826	08-Jan-1988
South Africa	New Man Design	Published	2007/07635	12-Apr-2007		
Spain	Domain name - GOLDS-GYM.ES	Registered				
Sri Lanka	GOLD'S GYM	Pending	141309	21-Sep-2007		18-Sep-2007

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St. Lucia	GOLD'S GYM	Registered	47/97	01-Oct-1986	377/1997	01-Oct-2007
St. Lucia	GOLD'S GYM	Registered	46/97	20-Jun-1986	376/1997	20-Jun-2007
St. Lucia	New Man Design	Registered	278/97	13-Nov-1997	TM/1997/000278	23-Dec-1998
St. Lucia	New Man Design	Registered	204/2007	04-Jul-2007	TM/2007/00204	20-Dec-2007
Switzerland	GOLD'S GYM	Registered	06147/1996	23-Aug-1996	438632	15-Apr-1997
Switzerland	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	28-Sep-2006
Switzerland	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	01-Mar-2007
Switzerland	GOLD'S GYM AND NEW MAN DESIGN	Registered	06146/1996	23-Aug-1996	438631	15-Apr-1997
Switzerland	New Man Design	Registered	53797/2007	05-Apr-2007	559937	18-Jul-2007
Switzerland	New Man Design	Registered	A0005797	09-Sep-2006	913494	08-Mar-2007
Taiwan	GOLD'S GYM	Registered	86-029005	11-Jun-1997	112492	16-Jul-1999
Taiwan	GOLD'S GYM	Registered	86-029004	11-Jun-1997	858006	01-Jul-1999
Taiwan	GOLD'S GYM	Registered	86-029003	11-Jun-1997	803809	16-May-1998
Taiwan	New Man Design	Registered	86-029008	11-Jun-1997	107812	16-Mar-1999
Taiwan	New Man Design	Registered	86-029007	11-Jun-1997	833563	01-Jan-1999
Taiwan	New Man Design	Registered	86-029006	11-Jun-1997	810151	16-Jul-1998
Thailand	GOLD'S GYM	Registered	317444	13-Sep-1996	Bor6043	05-Feb-1998
Thailand	GOLD'S GYM	Registered	317443	13-Sep-1996	Kor69634	11-Mar-1998
Thailand	GOLD'S GYM	Registered	317442	13-Sep-1996	Kor66456	17-Dec-1997
Thailand	GOLD'S GYM AND NEW MAN DESIGN	Registered	317446	13-Sep-1996	Bor6059	20-Feb-1998

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Thailand	GOLD'S GYM AND NEW MAN DESIGN	Registered	317445	13-Sep-1996	Kor69633	11-Mar-1998
Thailand	New Man Design	Registered	657870	05-Apr-2007	Bor37873	09-Apr-2008
Turkey	GOLD'S GYM	Registered	99/001388	16-Feb-1999	208125	16-Feb-1999
Turkey	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	14-Aug-2006
Turkey	GOLD'S GYM	Registered	99/001389	16-Feb-1999	99/001389	16-Feb-1999
Turkey	GOLD'S GYM	Registered	2002/27222	23-Oct-2002	2002/27222	23-Oct-2002
Turkey	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	16-Sep-2008
Turkey	New Man Design	Registered	99/001386	16-Feb-1999	203457	16-Feb-1999
Turkey	New Man Design	Registered	2002/27223	23-Oct-2002	2002/27223	23-Oct-2002
Turkey	New Man Design	Registered	A0005797	09-Sep-2006	913494	10-Aug-2008
Turkey	New Man Design	Registered	99/001387	16-Feb-1999	203918	16-Feb-1999
Turkmenistan	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	28-Sep-2006
Turkmenistan	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	01-Mar-2007
Turkmenistan	New Man Design	Registered	A0005797	09-Sep-2006	913494	08-Mar-2007
Ukraine	GOLD'S GYM	Registered	A0005240	12-Jul-2006	912895	01-Mar-2007
Ukraine	GOLD'S GYM	Registered	A0005556	14-Aug-2006	894683	28-Sep-2006
Ukraine	GOLD'S GYM	Registered	97123941	11-Dec-1997	20030	16-Jul-2001
Ukraine	New Man Design	Registered	A0005797	09-Sep-2006	913494	08-Mar-2007
Ukraine	New Man Design	Registered	97123943	11-Dec-1997	20622	17-Sep-2001
United Arab Emirates	GOLD'S GYM	Registered	30854	14-Apr-1999	23194	23-Jan-2000

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United Arab Emirates	GOLD'S GYM	Registered	30853	14-Apr-1999	23182	23-Jan-2001
United Arab Emirates	New Man Design	Registered	30856	14-Apr-1999	23195	23-Jan-2000
United Arab Emirates	New Man Design	Registered	30855	14-Apr-1999	23201	23-Jan-2000
United Kingdom	GOLD'S GYM	Registered	B1140110	11-Sep-1980	1140110	30-Dec-1982
United Kingdom	GOLD'S GYM AND NEW MAN DESIGN	Registered	B1559202	15-Jan-1994	B1559202	16-Feb-1996
United Kingdom	GOLD'S GYM AND NEW MAN DESIGN	Registered	B1559203	15-Jan-1994	1559203	08-Dec-1995
United Kingdom	GOLD'S GYM AND OLD MAN DESIGN	Registered	B1391777	14-Jul-1989	1391777	16-Oct-1992
United Kingdom	GOLDSGYM	Registered	B1140111	11-Sep-1980	1140111	12-Jan-1983
United Kingdom	OLD MAN DESIGN	Registered	B1391776	14-Jul-1989	1391776	16-Oct-1992
United States of America	BODY SUCCESS	Registered	78/480764	09-Sep-2004	3065344	07-Mar-2006
United States of America	CAMBIA TU CUERPO. CAMBIA TU VIDA.	Registered	77/025607	20-Oct-2006	3392436	04-Mar-2008
United States of America	CHANGE YOUR BODY. CHANGE YOUR LIFE.	Registered	78/971299	11-Sep-2006	3249743	05-Jun-2007
United States of America	CHANGEYOURBODY/CHANGEYOU RLIFE	Registered	76/364926	31-Jan-2002	2668786	31-Dec-2002
United States of America	COPYRIGHT: BUILDING BULK	Registered			TX5-0120565	20-Jul-1999
United States of America	Copyright: FOUNDATIONS OF FITNESS	Registered		25-Jan-2007	TX 6-505-848	29-Jan-2007
United States of America	COPYRIGHT: GOLD'S GYM WORKOUT JOURNAL	Registered			TX5-337-367	17-Jan-2001
United States of America	COPYRIGHT: GOLD'S GYM, CALIFORNIA	Registered			VA 96222	10-Feb-1982
United States of America	COPYRIGHT: SOLID GOLD: TRAINING THE GOLD'S GYM WAY	Registered			TX1-953-328	28-Nov-1996
United States of America	COPYRIGHT: THE GOLD'S GYM ENCYCLOPEDIA OF	Registered			TX4-744-900	24-Mar-1998
United States of America	COPYRIGHT: THE GOLD'S GYM TRAINING ENCYCLOPEDIA	Registered			TX1-898-005	01-Aug-1986

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United States of America	COPYRIGHT: TOTAL TORSO TRAINING	Registered			TX5-091-562	03-Nov-1999
United States of America	COPYRIGHT: GOLD'S GYM MASS BUILDING, TRAINING, AND	Registered			TX3338157	04-Jun-1992
United States of America	FOUNDATIONS OF FITNESS	Registered	78/885957	17-May-2006	3222517	27-Mar-2007
United States of America	GGX	Registered	77/633248	15-Dec-2008	3643486	23-Jun-2009
United States of America	GGX	ALLOWED	77/598747	23-Oct-2008		
United States of America	GGX	ALLOWED	77/598756	23-Oct-2008		
United States of America	GLOBAL WORKOUT	Registered	78/931156	17-Jul-2006	3226246	03-Apr-2007
United States of America	GOLD'S	Registered	73/575077	23-Dec-1985	1404419	05-Aug-1986
United States of America	GOLD'S	Registered	73/758131	17-Oct-1988	1543662	13-Jun-1989
United States of America	GOLD'S	Registered	73/575041	23-Dec-1985	1402824	29-Jul-1986
United States of America	GOLD'S GEAR	Registered	78/907786	14-Jun-2006	3218085	13-Mar-2007
United States of America	GOLD'S GYM	Registered	73/259618	25-Apr-1980	1203098	27-Jul-1982
United States of America	GOLD'S GYM	Registered	78/750252	09-Nov-2005	3464136	08-Jul-2008
United States of America	GOLD'S GYM	Published	77/709268	08-Apr-2009		
United States of America	GOLD'S GYM	Pending	77/705346	02-Apr-2009		
United States of America	GOLD'S GYM	Published	77/737285	14-May-2009		
United States of America	GOLD'S GYM	Registered	73/259617	25-Apr-1980	1211211	05-Oct-1982
United States of America	GOLD'S GYM	Registered	73/259889	28-Apr-1980	1214046	26-Oct-1982
United States of America	GOLD'S GYM	Registered	74/690386	19-Jun-1995	2068400	10-Jun-1997
United States of America	GOLD'S GYM	Registered	73/781077	16-Feb-1989	1564470	07-Nov-1989

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
United States of America	GOLD'S GYM	Registered	73/259566	25-Apr-1980	1210685	28-Sep-1982
United States of America	GOLD'S GYM	Registered	74/690375	19-Jun-1995	2053953	22-Apr-1997
United States of America	GOLD'S GYM	ALLOWED	77/633800	16-Dec-2008		
United States of America	GOLD'S GYM AND NEW MAN DESIGN	Registered	74/354098	01-Feb-1993	1845939	19-Jul-1994
United States of America	GOLD'S GYM AND NEW MAN DESIGN	Registered	74/656423	05-Apr-1995	1968266	16-Apr-1996
United States of America	GOLD'S GYM and New Man Silhouette in weight plate design (black on white)	Registered	77/099902	06-Feb-2007	3316556	23-Oct-2007
United States of America	GOLD'S GYM and New Man Silhouette in weight plate design (black on white)	Pending	77/723835	28-Apr-2009		
United States of America	IT ALL STARTS HERE	Registered	78/472465	24-Aug-2004	3008816	25-Oct-2005
United States of America	IT ALL STARTS HERE	Registered	78/472461	24-Aug-2004	3107941	20-Jun-2006
United States of America	KNOW YOUR OWN STRENGTH	Reg/CBP Protect	77/519813	11-Jul-2008	3641023	16-Jun-2009
United States of America	KNOW YOUR OWN STRENGTH	Pending	77/723850	28-Apr-2009		
United States of America	New Man Design	Registered	74/354542	01-Feb-1993	1835743	10-May-1994
United States of America	New Man Design	ALLOWED	77/633811	16-Dec-2008		
United States of America	New Man Design	Published	77/737688	15-May-2009		
United States of America	New Man Design	Registered	74/690387	19-Jun-1995	2062562	20-May-1997
United States of America	New Man Design	Registered	78/942370	01-Aug-2006	3249465	05-Jun-2007
United States of America	New Man Design	Registered	74/690378	19-Jun-1995	2068399	10-Jun-1997
United States of America	New Man Design	Pending	77/705361	02-Apr-2009		
United States of America	New Man Design	Registered	74/701270	14-Jul-1995	2096382	16-Sep-1997
United States of America	New Man Silhouette Design	Registered	77/130398	14-Mar-2007	3473163	22-Jul-2008

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FilDate	RegNumber	RegDate
United States of America	New Man Silhouette Design	Published	77/737681	15-May-2009		
United States of America	New Man Silhouette design	Registered	77/032541	30-Oct-2006	3296366	25-Sep-2007
United States of America	New Man Silhouette Design	Pending	77/723861	28-Apr-2009		
United States of America	OLD MAN DESIGN	Registered	74/659408	04-Apr-1995	2002430	24-Sep-1996
United States of America	RESULTS FOR EVERY BODY	Registered	78/472472	24-Aug-2004	3124602	01-Aug-2006
United States of America	SERIOUS FITNESS	Registered	78/633757	20-May-2005	3234849	24-Apr-2007
United States of America	SERIOUS FITNESS	Registered	75/286592	05-May-1997	2167409	23-Jun-1998
United States of America	SERIOUS FITNESS FOR EVERY BODY	Registered	75/284947	01-May-1997	2212364	22-Dec-1998
United States of America	SERIOUS FITNESS FOR EVERY BODY	Registered	75/286598	05-May-1997	2167410	23-Jun-1998
United States of America	SERIOUS FITNESS FOR EVERY BODY	Registered	75/530952	30-Jul-1998	2297838	07-Dec-1999
United States of America	THE MECCA OF BODYBUILDING	Registered	73/405302	09-Dec-1982	1312678	01-Jan-1985
Uruguay	GOLD'S GYM	Registered	396183	18-Sep-2008	306059	05-Mar-1999
Uruguay	GOLD'S GYM	Registered	394203	17-Jul-2008	306056	16-Oct-1998
Uruguay	New Man Design	Registered	396184	18-Sep-2008	306057	05-Mar-1999
Uruguay	New Man Design	Registered	396185	18-Sep-2008	306058	05-Mar-1999
Venezuela	GOLD'S GYM	Opposed	1996-011081	16-Jul-1996		
Venezuela	GOLD'S GYM	Registered	1996-011080	16-Jul-1996	P-200094	06-Aug-1997
Venezuela	GOLD'S GYM	Opposed	1996-011078	16-Jul-1996		
Venezuela	New Man Design	Registered	1996-011083	16-Jul-1996	S-007060	23-Jan-1998
Venezuela	New Man Design	Registered	1996-011076	16-Jul-1996	P-202684	23-Jan-1998

Gold's Gym Worldwide Trademarks
September, 2009

CountryName	TrademarkName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
Venezuela	New Man Design	Registered	1996-011079	16-Jul-1996	P-202686	23-Jan-1998
Viet Nam	GOLD'S GYM	Registered	4-2007-19806	03-Oct-2007	120858	05-Mar-2009

**SCHEDULE 5(b)
Registered Patents**

NONE

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**SCHEDULE 5(c)
Patent Applications**

NONE

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SCHEDULE 5(d)

Copyright Applications and Registrations

See attached.

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Monday, September 28, 2009

Copyright Status Report by Client

Page: 1

Client: GOLDSINT Gold's Gym International, Inc.

Trademark	Status	App Number	App Date	Next Action(s)	Due Date(s)
COPYRIGHT: BUILDING BULK <i>Country:</i> United States of America <i>Owner:</i> Gold's Gym Enterprises, Inc. <i>Product:</i> Franchising	Registered	TX5-0120565	20-Jul-1999 Resp.Off.: IL	First Renewal	20-Jul-2094
Copyright: FOUNDATIONS OF FITNESS <i>Country:</i> United States of America <i>Owner:</i> Gold's Gym Licensing LLC <i>Product:</i> Franchising	Registered	TX 6-505-848	25-Jan-2007 29-Jan-2007 Resp.Off.: IL	First Renewal	29-Jan-2102
COPYRIGHT: GOLD'S GYM WORKOUT JOURNAL <i>Country:</i> United States of America <i>Owner:</i> GOLD'S GYM MERCHANDISING, INC. <i>Product:</i> Franchising	Registered	TX5-337-367	17-Jan-2001 Resp.Off.: IL	First Renewal	17-Jan-2096
COPYRIGHT: GOLD'S GYM, CALIFORNIA <i>Country:</i> United States of America <i>Owner:</i> GOLD'S GYM LICENSING, INC. <i>Product:</i> Franchising	Registered	VA 96222	10-Feb-1982 Resp.Off.: IL	First Renewal	10-Feb-2077
COPYRIGHT: SOLID GOLD: TRAINING THE GOLD'S GYM WAY <i>Country:</i> United States of America <i>Owner:</i> GOLD'S GYM LICENSING, INC. <i>Product:</i> Franchising	Registered	TX1-953-328	28-Nov-1996 Resp.Off.: IL	First Renewal	28-Nov-2091
COPYRIGHT: THE GOLD'S GYM ENCYCLOPEDIA OF BODYBUILDING <i>Country:</i> United States of America <i>Owner:</i> Gold's Gym Enterprises, Inc. <i>Product:</i> Franchising	Registered	TX4-744-900	24-Mar-1998 Resp.Off.: IL	First Renewal	24-Mar-2093

TRADEMARK

REEL: 004096 FRAME: 0174

Monday, September 28, 2009

Copyright Status Report by Client

Page 2

Client: GOLDSINT Gold's Gym International, Inc.

Client: GOLDSINT

Trademark	Status	App Number	App Date	Next Action(s)	Due Date(s)
COPYRIGHT: THE GOLD'S GYM TRAINING ENCYCLOPEDIA <i>Country:</i> United States of America <i>Owner:</i> Gold's Gym Enterprises, Inc. <i>Product:</i> Franchising	Registered	TX1-898-005	01-Aug-1986 Resp.Off.: IL	First Renewal	01-Aug-2081
COPYRIGHT: TOTAL TORSO TRAINING <i>Country:</i> United States of America <i>Owner:</i> Gold's Gym Enterprises, Inc. <i>Product:</i> Franchising	Registered	TX5-091-562	03-Nov-1999 Resp.Off.: IL	First Renewal	03-Nov-2094
COPYRIGHT: GOLD'S GYM MASS BUILDING, TRAINING, AND NUTRITION SYSTEM <i>Country:</i> United States of America <i>Owner:</i> Gold's Gym Enterprises, Inc. <i>Product:</i> Franchising	Registered	TX3338157	04-Jun-1992 Resp.Off.: IL	First Renewal	04-Jun-2087

TRADEMARK

REEL: 004096 FRAME: 0175

SCHEDULE 6

Deposit Accounts

Gold's Holding Operating Account
Bank of America
ABA 026009593
Account # 004122818464
Checking Account

Gold's Gym Advertising Program Operating Account
Bank of America
ABA 026009593
Account # 004130360726
Checking Account

Gold's Payroll Account
Bank of America
ABA 026009593
Account# 004130360551
ZBA

Gold's Disbursement Account
Bank of America
ABA 026009593
Account # 004130360577
ZBA

Gold's Corporate Sales Account
Bank of America
ABA 026009593
Account# 004125392165
Depository Account

Gold's Alabama Depository Account
Columbus Bank & Trust
Montgomery, AL
ABA
Account# 30109566
Depository Account

Gold's Holding Corp
Suntrust Bank
ABA 067010907
Account# 1000041072108
Depository Account

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SCHEDULE 7

Securities Accounts/Commodity Accounts

NONE

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SCHEDULE 8

Letters of Credit

Issuing Bank: Bank of America, N.A.; 1000 W. Temple Street, 7th floor; Los Angeles, CA 90012-1514

Beneficiary: Flomark Properties LLC; 8229 Clayton Road; St. Louis, MO 63117

Amount: \$100,000

Issue Date: March 7, 2007

LOC number: 3086645

Expiration Date: initially March 7, 2008 but automatically renews for one-year periods unless 30-day written notice provided but can not renew past December 18, 2018. Current expiration at March 7, 2010.

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SCHEDULE 9

Required Consents

NONE

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SCHEDULE 10

Insurance

General Liability policy issued by Philadelphia Insurance – policy # PHPK458624

D&O/EPL and Fiduciary Liability issued by US Specialty Insurance Co. – policy#
14MGU09A19686

Professional Liability – Construction Management E&O issued by Beazley Insurance Company,
Inc. – policy # PGGI00109

Umbrella Liability issued by Philadelphia Indemnity Insurance Company – policy #
PHUB281846

Nonowned and Hired Automobile Liability issued by US Fire Insurance Company – policy
#133-728303-6

Excess Liability issued by AXIS Surplus Insurance Company – policy # ELU742058012009

Workers Comp issued by North River Insurance Company – policy # 408-698424-9

Texas self-subscriber workers comp issued by Republic Vanguard Insurance Company – policy
RVC100208

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SCHEDULE 11

Commercial Tort Claims

Case 0:09-cv-01211-PJS-RLE Filed 05/22/2009, US District Court, District of Minnesota

Gold's Gym Licensing, LLC, a Delaware limited liability company, v. K-Pro Marketing Group, Inc., a Minnesota corporation

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