

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

### 1. Name of conveying party(ies):

INTERNETFITNESS.COM, INC.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation- State: DELAWARE  
☐ Other \_\_\_\_\_

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

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/07/2009

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Square 1 Bank

Internal

Address: Lee Conner

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: North Carolina

Country: USA Zip: 27701

- ☐ Association      Citizenship \_\_\_\_\_  
☐ General Partnership      Citizenship \_\_\_\_\_  
☐ Limited Partnership      Citizenship \_\_\_\_\_  
☒ Corporation      Citizenship North Carolina  
☐ Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,294,671 and as more particularly described in Exhibit C

Additional sheet(s) attached? ☒ Yes ☐ No

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

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lee Conner

Internal Address: Square 1 Bank

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: North Carolina Zip: 27701

Phone Number: 919-314-3099

Fax Number: 919-354-1278 NEW

Email Address: \_\_\_\_\_

### 6. Total number of applications and registrations involved:

5

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140


- ☒ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number 50-3822

Authorized User Name Lee Conner

### 9. Signature:

  
Signature

12/10/09

Date

Lee Conner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$140.00 503822 2294671

700424783

TRADEMARK  
REEL: 004112 FRAME: 0202

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
SMOOTH	2,294,671	11/23/1999
ELLIPTICAL TRAINERS.COM and Design	2,565,863	04/30/2002
INTERNET FITNESS.COM and Design	2,497,721	10/16/2001
INTERNETFITNESS.COM and Design	2,483,980	08/28/2001
DMT	3,414,959	04/22/2008

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 7, 2009 by and between SQUARE 1 BANK ("Bank") and INTERNETFITNESS.COM, INC., a Delaware corporation ("Grantor").

RECITALS

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

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

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

AGREEMENT

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

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

Address of Grantor:

780 Fifth Ave., Suite 200  
King of Prussia, PA 19046

Attn: Chief Executive Officer

INTERNETFITNESS.COM, INC.

By: Wosh

Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240  
Crowe Building  
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By: BCB

Title: Vice President

EXHIBIT A

Copyrights

Description  
None.

Registration Number

Registration Date

WESTLAW 1833901.1  
358756-000297

EXHIBIT B

Patents

Description  
None.

Patent/App. No.

File Date

WEST\21833901.1  
358756-000297

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